

No. 11,841

IN THE
United States Court of Appeals
For the Ninth Circuit

ED DeBON,

vs.

UNITED STATES OF AMERICA,

Appellant,

Appellee.

BRIEF FOR APPELLEE.

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FILED

FEB 26 1949

WILLIAM O'BRIEN,

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U. S. Exhibits

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|--------|--|----------------|
| No. 1 | Mail order Request for Surplus Property dated July 8, 1946 (Form WAA-SF 29). (Chevrolet truck) | (See Appendix) |
| No. 2 | WAA Disposal Document 10 (Chevrolet) | “ |
| No. 3 | WAA Disposal Document 10 (Chevrolet Completed) | “ |
| No. 4 | Bill of sale (Chevrolet Truck) | “ |
| No. 5 | Mail order Request for Surplus Property Form WAA-SF. 29, dated July 8, 1946 for 3 White trucks | “ |
| No. 6 | Supplemental Veteran's Preference | “ |
| No. 7 | Sales Contract Form WAA-22 (3 White trucks) | “ |
| No. 8 | WAA Disposal Document 10 (3 White trucks) | “ |
| No. 9 | WAA Disposal Document 10 (3 White trucks completed) | “ |
| No. 10 | Bill of Sale (3 White trucks) | “ |
| No. 11 | Brochure "Veteran's Trucks and Trailers for sale June 25-26" (1946) | “ |
| No. 12 | Brochure Trucks over 2½ tons and Truck Tractors for Sale—Federal Agencies, June 3-17—Vets. World War II, June 24-July 24 | “ |
| No. 13 | Oscar Csaki's Application for Surplus Property | “ |
| No. 14 | Oscar Csaki's Supplemental Application for Surplus Property | “ |
| No. 15 | Cashier's checks | |
| 16 | numbered 2818880, 2818881, 2818882 | |
| 17 | each for \$3629.00 and | |
| 18 | Cashier's check for \$500.00 numbered 2818883 | “ |

No. 11,841

IN THE

**United States Court of Appeals
For the Ninth Circuit**

ED DeBON,

vs.

UNITED STATES OF AMERICA,

Appellant,

Appellee.

BRIEF FOR APPELLEE.

THE FACTS.

On June 11, 1947, an indictment was returned against Ed DeBon (appellant herein) and two co-defendants, Oscar Csaki and John Stephen Hildebrand (R. 2-9) charging them in three counts, the first count charging them with conspiracy to knowingly, and wilfully make and cause to be made and to present and cause to be presented false and fraudulent applications by veterans of World War II for the purchase of surplus war materials from the War Assets Administration (successor to War Assets Corporation) the said appellant knowing that the said applications were false, fraudulent and misleading and knowing that said applications were a matter within the jurisdiction of the War Assets Administration, the

intent and design of said appellant (and co-conspirators) being to obtain for the use and benefit of the appellant Ed DeBon war surplus property through priority certificates available only to veterans of World War II for the purpose of securing said surplus property, to-wit, various kinds of trucks and other automotive vehicles, and, notwithstanding a specific agreement with the War Assets Administration that any such war surplus property so secured was not being purchased for the purpose of resale, did, in fact, at all times, intend that title to the property should be secured for the use of appellant, Ed DeBon, who was then and there not legally entitled to, purchase said surplus property. It is further alleged in the indictment that the conspiracy continued from the month of March, 1946, up to the date of the filing of the indictment on June 11, 1947.

The third count of the indictment charges a violation of Title 18 USCA 80 in that on or about the 8th day of July, 1946, the said defendants in the City and County of San Francisco, did knowingly and wilfully make and cause to be made false, fraudulent and misleading statements and representations, and did conceal and cover up by scheme and device a material fact in a matter within the jurisdiction of a department or agency of the United States, to-wit, the War Assets Administration, in that the said defendants did cause to be executed a mail order request for the purchase of surplus property, to-wit, the purchase of one or more White van trucks, purported to be for the use and benefit of a veteran of World War II, one Oscar Csaki, when in truth and in fact it was the intention

of the defendants to purchase said one or more White van trucks for the use and benefit of the defendant Ed DeBon (appellant herein) who was not then and there legally entitled to purchase said property.

On July 11, 1947 (R. 11) the defendant Ed DeBon entered a plea of not guilty and requested a trial by jury. Defendant Hildebrand pleaded guilty to the first count of the indictment and, on motion of the government, the second and third counts were dismissed as to him. On July 29, 1947, the case came on regularly for trial before a jury. Defendant Oscar Csaki withdrew his plea of not guilty and entered a plea of *nolo contendere* to the first count of the indictment and, on the government's motion, the Court dismissed counts two and three of the indictment as to him. On July 31, 1947, the jury brought in a verdict as to defendant Ed DeBon of guilty as to counts one and three and not guilty as to count two. On the same day defendant Ed DeBon made a motion in arrest of judgment which was denied and on September 12, 1947, he made another motion for arrest of judgment and a motion for a new trial, which were denied. We may state that defendant Csaki was fined \$250.00, and defendant Hildebrand was sentenced to three months' imprisonment, which was suspended, and probation for two years was granted, and a fine was imposed of \$500.00. Defendant DeBon received a suspended sentence of six months, and was granted probation for 2 years and fined \$2500.00 on each of the two counts on which he had been found guilty.

As a result of World War II, the United States had on hand a large amount of surplus property. In order

to prevent this property from being placed on the market, possibly threatening the economic stability of the country, Congress passed an Act known as the Surplus Property Act of 1944, providing for the orderly disposal of such property. (Title 50 App. Sections 1611 to 1646, inclusive.) (See Appendix.) Among other things, the Surplus Property Act provided that veterans should enjoy priority in the distribution of the property second only to that of the United States. This was provided in WAA Regulation 7, 8307.3. (See Appendix.)

The testimony of Frank A. Chambers, Chief of the Veterans' Branch of the Priorities Division of the War Assets Administration (Second Supplemental Transcript, p. 240) shows that in the orderly administration of the Act, veterans of World War II were extended a priority sequence in No. 2 place. They were preceded only by the Federal Government, the Federal Government having top priority. Veterans of World War II were in second place in the purchase of surplus commodities. (2nd Supp. R. 241.)

On July 8, 1946, the War Assets Administration had for sale the Chevrolet truck mentioned in the indictment, and the three White van trucks, also mentioned therein. The Chevrolet truck had been advertised for sale in a brochure (U. S. Ex. 11) June 25-26, administrative number of the sale being 45378. (2nd Supp. R. 244-245.) This sale was limited to veterans only (2nd Supp. R. 245, 256) and was known as a "set aside sale", such a sale being the sale of residual property on hand which had not been disposed of at

the time it was originally advertised for sale. (2nd Supp. R. 245.) The sale of such property was only to qualified World War Veterans. (2nd Supp. R. 246.) The three White trucks mentioned in the indictment were advertised for sale at what was known as a "cycle" sale. The sale was advertised as offering the property only to veterans until July 12, 1946. The sale was set for June 24 to July 12, 1946. (U. S. Govt. Ex. 12, 2nd Supp. R. 258.)

At the sale it was necessary for a veteran to have a priority certificate issued by the War Assets Administration. (2nd Supp. R. 262.) Prior to securing such a priority certificate, it was necessary that application be made on form 66. (U. S. Ex. 13; 2nd Supp. R. 260.) *It has been stipulated by counsel that appellant DeBon did not have a veteran's certificate necessary for him to purchase any of the trucks.* (R. 43.)

Ed DeBon, the appellant, has been engaged in the business of buying and selling automobiles, both new and secondhand, in Weed, Shasta City and Eureka, California. (R. 137.) He was familiar with the method in which the different branches of the automotive business were conducted. (R. 147.) He knew what documents had to be executed in connection with the sale of automotive property by the War Assets Administration. (R. 137, 147.) He visited the War Assets Administration about once a week to look for property offered for sale and to purchase such property as he was interested in (R. 137); that he had made such visits to the War Assets Administration for some fourteen or fifteen months; that he had purchased a

large amount of war surplus property in the past. (R. 137.) *He knew that as a dealer he could not buy the trucks mentioned in U. S. Exhibits 11 and 12 (R. 142); he knew that both of these sales were on priorities. (R. 150.)*

According to the testimony of John Stephen Hildebrand, *appellant DeBon knew before the requests to purchase any of the trucks were mailed to the War Assets Administration on July 8, 1946, that it was necessary to use the priorities issued to Oscar Csaki in connection with these requests (R. 58, 62); that without the use of Csaki's priority certificates, DeBon could not have purchased any of the trucks. (R. 65.)* Csaki knew before the requests to purchase the trucks had been mailed to the War Assets Administration that his priorities were being used for the benefit of appellant DeBon. (R. 99.)

Appellant DeBon testified that he first met John Stephen Hildebrand on July 8, 1946. (R. 40, 138, 139.) He claims he was introduced to him as a dealer. (R. 142.) He does not state by whom, but he had no dealings with him as such a dealer.

If this testimony is accepted as true, it is difficult to understand what, if anything, DeBon knew concerning the activities of Hildebrand before that time. On or about December 11, 1945, Csaki had applied in writing to the War Assets Administration for the purchase of surplus property, for use in his own business and not for the purpose of resale (R. 54, 92, 93; U. S. Ex. 13), and had been given a priority status, but had not used his priority. (R. 92, 58.) Hildebrand

suggested to Csaki that he should exercise the right to use the residue of his priority (R. 33) and Csaki agreed to use it. (R. 32.) Pursuant thereto, on March 27, 1946, Csaki signed a supplemental veteran's application for surplus property, for use in his own business and not for resale. (U. S. Ex. 14; R. 31, 32, 92, 93, 94, 95.) Both Csaki and Hildebrand filled out this form. (R. 32, 35, 54, 56, 92, 93, 95, 96.)

Paragraph 18 of that form (U. S. Exhibits 13 and 14) contained a statement the applicant was not procuring the property for resale. (R. 261.) These forms were presented by Csaki and Hildebrand to the certification section of the War Assets Administration (R. 36) for certain items, that is, the Chevrolet truck and the three White van trucks. The War Assets Administration thereupon delivered to Csaki pink priority slips (U. S. Ex. 6; R. 36) for the three White van trucks listed in the application and Csaki delivered same to Hildebrand. (R. 96.)

Hildebrand once worked for the War Assets Administration. (R. 53.) The two, Hildebrand and Csaki, had discussed going into business sometime in the future and make use of their priorities. (R. 36, 37, 57.) They had abandoned this intention possibly as early as April, 1946 (R. 57), some three months before Hildebrand became acquainted with DeBon. (R. 40, 53, 57, 38, 39, 45.) Csaki first met DeBon on July 24, 1946. (R. 127, 128, 142.) Hildebrand first met DeBon in the office of the War Assets Administration at 30 Van Ness Avenue, San Francisco, on July 8, 1946. (R. 40, 138, 139.) DeBon says that

Hildebrand was introduced to him. (R. 142.) Hildebrand testified that at this time, “* * * I believe it came around that he wanted me to get him some units that were in that sale, if I could exercise a priority,” (R. 40) and “I told him I would try.” (R. 42.) Hildebrand did not own any of the trucks at the time.

DeBon had indicated from a brochure (U. S. Exs. 11 and 12) that he would like to obtain two Chevrolet gunnery trucks and as many White trucks as possible, which were listed in the brochure. (R. 41, 49, 50, 59, 139.) DeBon stated to Hildebrand that he was willing to pay him a profit of \$50.00 apiece if he acquired the two Chevrolet trucks (R. 46) and \$200.00 each for the three White van trucks. (R. 50.) Hildebrand then went to the Office of the War Assets Administration across the street at 1540 Market Street, San Francisco, where he filled out and submitted two applications, that is, mail order requests for the surplus property (U. S. Exs. 1 and 5; R. 42, 43), these requests being for the identical property previously designated by DeBon. (R. 42, 49, 50, 59, 139.) The first of these mail order requests (U. S. Ex. 1) was for a Chevrolet gunnery truck, mentioned in counts one and two of the indictment, which was a unit left over after the War Assets Administration sale advertised for June 25-26, 1946, had been concluded. (U. S. Ex. 11; R. 41, 42.) It was available as a left-over sale unit. (R. 42.)

According to the testimony of Frank A. Chambers, of the War Assets Administration, this left-over item was available only to a Veteran of World War II. (R. 245, 246.) This request for the Chevrolet gun-

nery truck was signed by Oscar Csaki, with initials "JSH" immediately under the signature. (R. 43.) At the time Hildebrand had not consulted Csaki about the use of his name, but did so that night and obtained Csaki's consent. (R. 43, 44.) The next day, July 9, 1946, Csaki went to the War Assets Administration's Office and there signed Disposal Document 10, dated July 8, 1946 (U. S. Ex. 2) ostensibly as a buyer. Copies thereof (U. S. Ex. 3) were signed in his name by War Assets Administration officers (U. S. Ex. 3), carrying the notation that on July 9, 1946, \$1125.96 was paid for the Chevrolet gunnery truck. Oral evidence shows that Csaki paid this sum for the truck through the medium of a cashier's check, endorsed by DeBon, payable to the Treasurer of the United States, which DeBon had delivered to Hildebrand, who, in turn, delivered it to Csaki. Csaki then delivered the check to the War Assets Administration. (R. 48, 64.) The War Assets Administration issued a bill of sale, dated July 8, 1946, to Csaki, covering the purchase. (U. S. Ex. 4.) On July 9, 1946, Hildebrand told Csaki that he had arranged for DeBon to secure the truck, and at Hildebrand's request Csaki thereupon executed a bill of sale to DeBon (R. 150) which was delivered to DeBon by Hildebrand and DeBon got possession. Thereafter DeBon paid Hildebrand the sum of \$50.00, in accordance with his prior agreement. (R. 150.) Several days after receiving the \$50.00 Hildebrand gave Csaki \$15.00 or \$25.00 of the amount he had received from DeBon. (R. 100, 122, 126.)

DeBon, as heretofore stated, was familiar with the documents necessary to be executed in connection with the purchase of property from the War Assets Administration. (R. 147.) Hildebrand says he told DeBon that Csaki's priorities were being used before request was made to the War Assets Administration for the trucks. (R. 59.)

The second of these mail order requests, U. S. Exhibit No. 5, was for three White van trucks, mentioned in counts one and three of the indictment. These three White van trucks were available for purchase on July 8, 1946, only to honorably discharged veterans of World War II, as shown by U. S. Exhibit No. 12. (See testimony of Frank A. Chambers, Second Supplemental Transcript, page 259.) The second request to purchase on July 8, 1946, was in the name of Oscar Csaki by Hildebrand, who did not then have Csaki's permission to sign his name to said request, but obtained his permission that night (R. 51, 74) or, according to Csaki, several days later. (R. 100.) In any event, Csaki gave Hildebrand his oral consent to apply for one White truck and later was to learn from a notice he received from the War Assets Administration that he had been awarded three White trucks. (R. 101.) Csaki then went to the War Assets Administration and signed three Disposal Documents No. 10 (U. S. Ex. 8) on July 17, 1946. U. S. Exhibit No. 9, containing copies of said disposal documents are WAA copies of U. S. Exhibit 8. Exhibit No. 7 is a War Assets Administra-

tion memo concerning Csaki's desire to purchase three trucks.

At the request of Hildebrand, Csaki met Hildebrand and also DeBon at the office of the War Assets Administration at 30 Van Ness Avenue, San Francisco on July 24, 1946. This is the first time that Csaki met DeBon. (R. 101.) Hildebrand delivered to Csaki three Bank of America Cashier's checks, each in the sum of \$3629.00 payable to the order of Ed DeBon, dated July 24, 1946, and bearing the endorsement of DeBon, payable to the order of the Treasurer of the United States, which DeBon delivered to Csaki. (U. S. Exs. 16, 17 and 18; R. 101, 103, 104, 143.) Csaki delivered them to the War Assets Administration in behalf of DeBon in payment of these trucks, using the checks furnished him by Appellant DeBon, and received from the War Assets Administration three bills of sale to him for the three White van trucks. (Ex. 10.) Thereafter Csaki executed a notarized bill of sale to DeBon (R. 101, 102, 143) covering the transfer.

DeBon paid Hildebrand \$400.00 (R. 52) for engineering the transfer of the three White trucks. (U. S. Ex. 19, R. 140.) Later Hildebrand gave Csaki \$120.00 of this amount. (R. 108, 109, 122, 126.)

It will be noted that at no time did Csaki see any of the trucks for which the sales documents had been issued to him by the War Assets Administration, or did he at any time ever have physical possession of any of the trucks. (R. 122, 123.)

The first count of the indictment charges a conspiracy to make false representations to the War Assets Administration. The third count charges the substantive offense of making false representations to the War Assets Administration.

Conceding, only for the purpose of argument, that Appellant DeBon thought in negotiating with Hildebrand, that he was, in fact, a dealer, this would in no way have any direct bearing on the charges in this indictment. A veteran dealer, or any other person, knowingly making false representations to the War Assets Administration, would be guilty of the substantive offense charged in the indictment, and if he knowingly conspired with others to do so, it would nevertheless make such persons guilty of the offense of conspiracy. Likewise, any person inducing another to make a wilful and false representation to the War Assets Administration, would be guilty of the substantive offense. DeBon knew that the priorities of some veteran, named or unnamed, were necessary in securing these trucks, and he says that he did know that such priorities were necessary. (R. 150.) Knowing these facts, he nevertheless induced and encouraged Hildebrand to secure the trucks in question for him, thereby aiding and abetting the commission of an offense, and being a principal.

On July 24, 1946, Appellant DeBon, obtained a cashier's check No. 2818883, drawn on the Bank of America in the sum of \$500.00 (U. S. Ex. 19) payable to himself, and at once cashed the same at the issuing bank. (R. 151.) It is to be noted that this

check was dated and cashed on the same day as were the three cashier's checks drawn on the Bank of America, each in the sum of \$3629.00 (U. S. Exs. 16, 17, 18), which were numbered 2818880, 2818881, 2818882, and that the first mentioned check No. 2818883, follows in sequence. He admits that part of the proceeds of this check for \$500 was paid in cash to Hildebrand. (R. 152).

It is singular, indeed, that the payments to Hildebrand were not made by check. When first questioned by William B. Dillon, a special agent of the Federal Bureau of Investigation on February 3, 1947 (R. 157) DeBon was asked if he had paid the veterans (Hildebrand and Csaki) anything for the use of their priorities and he replied that he had paid them absolutely nothing.

When questioned a little more in detail about this remark, he then said:

“Well, perhaps, I did pay them something—not very much, fifty to a hundred dollars—not over a hundred dollars.” (R. 158.)

At the same time appellant was questioned in regard to any commitments he may have made to the veterans for their aid in securing these trucks for him. (R. 158.) He then stated to Agent Dillon that he had paid them \$20.00 or \$30.00 each to cover their expenses only, that they had gone to either Stockton or Sacramento, or both, to the War Assets Depot where these vehicles were parked, to examine them, and he reimbursed them only for their expenses,

and that they were of a minor character, and on the whole they would not exceed \$150.00, and he repeated this statement on two or three occasions. (R. 158.)

**THERE IS AMPLE EVIDENCE IN THE RECORD TO SUSTAIN
THE VERDICT OF GUILTY.**

The testimony disclosed that the appellant had purchased a considerable amount of automobile property from the War Assets Administration. (R. 137, 147.)

He visited the War Assets Administration about once a week to look over the property for sale, and purchased such property as he was interested in. (R. 137.)

He had made three visits to the War Assets Administration covering some 14 or 15 months. (R. 137.)

He knew what documents were necessary in connection with the sale of automobile property from the War Assets Administration. (R. 137, 147.)

He knew that in connection with the sale of the Chevrolet truck and the three White van trucks, it was necessary to have veteran's priority certificates issued by the War Assets Administration. (2nd Supp. R. 262.)

It has been stipulated by counsel that DeBon did not have such priorities. (R. 43.)

Appellant knew that as a dealer he could not buy the trucks mentioned in the indictment (U. S. Exs. 11 and 12; R. 142) and he knew that both of these sales were on priority. (R. 137.)

He had seen a brochure similar to Government's Ex. 11, advertising the trucks and trailers for sale to Veterans in June 25-26, 1946, and a brochure similar to U. S. Exhibit 12, entitled "Trucks over 2½ ton and Truck-Tractors for sale Federal Agencies—June 3-17 and Veterans World War II, June 24-July 12 * * *" (R. 41, 49.)

There was the testimony of Hildebrand that DeBon had indicated to him what property catalogued in U. S. Exhibits 11 and 12 he desired, that is to say, the Chevrolet truck and the three White van trucks. (R. 42, 49, 50, 59, 139.)

We have the testimony of Hildebrand that DeBon, prior to the time request was made to the War Assets Administration for the purchase of the trucks, had been told that Csaki's priorities would be used in the transactions. (R. 59.)

We have the testimony of Csaki that Hildebrand told him that his priorities were being used in securing these trucks before he made request for same from the War Assets Administration. (R. 99.)

At no time did Csaki inspect the trucks or had physical possession of the trucks. (R. 122, 123.)

There were transactions completed at two different times between DeBon and Hildebrand and in each of which Csaki's priorities were used: On July 8, 1946, in connection with the Chevrolet truck and on July 24, 1946, in connection with the purchase of the three White van trucks. DeBon was using the priorities of Csaki and not those of Hildebrand. (R. 59.)

Payment for the three White van trucks was made by DeBon by three cashier's checks, payable to him, and by him endorsed to the Treasurer of the United States, each in the sum of \$3629.00. (U. S. Exs. 16, 17, 18.) Hildebrand was paid around \$400 for his part in the transaction involving the White trucks. (R. 52.)

Payment for the Chevrolet truck was made by cashier's check (R. 140) and at that time Hildebrand was paid \$50.00.

The question whether or not DeBon had knowledge of the filing of the requests to purchase the Chevrolet truck (U. S. Ex. 1) and the three White van trucks (U. S. Ex. 5) was one of fact for the jury.

Takahashi v. United States (CCA Wash., 1944),
143 F. (2d) 118;

United States v. Goldsmith (CCA N. Y., 1943),
137 F. (2d) 393, cert. denied 64 S. Ct. 190;
320 U. S. 781, 88 L. Ed. 469, rehearing denied 64 S. Ct. 259, 320 U. S. 814, 88 L. Ed. 492;

United States v. Presser (CCA N. Y., 1939),
99 F. (2d) 819;

United States v. Breen (CCA N. Y., 1938),
96 F. (2d) 782, cert. denied 58 S. Ct. 1061,
304 U. S. 585, 82 L. Ed. 1546.

ARGUMENT.

(1) In the statement of the case, appellant in his brief, attempts to limit criminal responsibility to Hildebrand and Csaki by stating that the false application was prepared by these veterans and not by DeBon.

On page 5, of the brief, it is said: "If this document contained false statements and data (R. 88) it was placed thereon by Hildebrand and Csaki. (R. 55, 56, 93, 94, 95, 96.)" While it is true that the veterans actually prepared the false application, it is also true that they did so at the behest of DeBon who was financing the purchase of surplus trucks. One who knowingly induces another to commit a crime, is guilty as a principal.

McCoy v. United States (Montana, CCA-9th),
169 F. (2d) 776, cert. denied Dec. 20, 1948,
U. S. S. Ct.;

Todorow, et al. v. United States (CCA-9th),
decided Feb. 15, 1949, No. 11,629;

Harris v. United States (CCA N.Y., 1921),
273 F. 785, cert. denied 1921, 42 S. Ct. 180,
263 U. S. 717, 68 L. ed. 414.

On page 6 appears the sentence: "Hildebrand first became acquainted with DeBon in July, 1946." (R. 40, 53, 57, 38, 39, 45.) Csaki first met DeBon on July 24, 1946. (R. 127-128, 142.) According to Hildebrand he met DeBon shortly before that date, in June, 1946. (R. 40.)

On the same page it is stated: "Hildebrand, without informing DeBon, went alone to the WAA office across the street at 1540 Market Street where he filled out and submitted two applications, that is to say 'mail order requests for surplus property', Exhibits 1 and 5. (R. 42, 43.) There are no false statements in either of these requests. Unless it is contended that Csaki was not to receive title thereto from the WAA, which, obviously, is not the case, the requests neither expressly nor impliedly were false."

It is true that Csaki intended to take legal title to the Chevrolet and White trucks, but it is not true that he intended to take equitable title nor to retain legal title beyond the brief moment necessary to acquire the property from the Government for DeBon. In testing whether an offense was committed, the Government must reach for the substance of the transaction and not the mere form which constituted a subterfuge whereby a man not entitled to obtain surplus property was able to do so by using a veteran's priority and having the veteran take legal title, long enough to acquire the property from the Government.

McCoy v. United States, supra;

Todorow v. United States, supra.

DeBon designated the articles he wanted from U. S. Exhibits 11 and 12 on July 8, 1946 and before the requests to purchase were submitted to the War Assets Administration for these particular items. (U.

S. Exs. 1 and 5, R. 41, 51.) He knew he was not entitled to buy as a dealer. (R. 142.) He knew that priorities were necessary to purchase these trucks. (R. 150.) There is a stipulation in the record that he did not have such priorities. (R. 43.)

Immediately after Csaki paid for the trucks with checks supplied by DeBon, Csaki conveyed the trucks to DeBon by executing a bill of sale. (U. S. Exs. 4 and 10.) According to Hildebrand, he was roughly paid \$400 in connection with the transaction involving the three White trucks (R. 52) and \$50.00 in connection with the transaction involving the Chevrolet truck. (R. 47.) Out of these payments Hildebrand gave a part to Csaki for the use of his name. (R. 109.) Despite these facts, which cannot be disputed, appellant's brief states on page 7: "There is not an iota of evidence in the record (that DeBon ever knew, heard, saw or authorized the making or filing of the requests for trucks)."

On page 8, it is stated: "The next day, July 9, 1946, Csaki went to the WAA office and there signed Disposal Document No. 10, dated July 8, 1946, Exhibit 2, as a buyer." Actually DeBon was the real buyer who obtained immediate equitable title to the cars, despite the transfer of legal title to Csaki. Farther down the page, appellant states: "DeBon never knew that Csaki's personal priorities had been used to procure this Chevrolet truck. (R. 150.)"

There is evidence in the record to the contrary. The testimony of Hildebrand in this regard is: "He

(DeBon) knew I was using Csaki's priorities, and I told him so." (R. 59.) (Name in parentheses supplied.)

On page 11, in setting forth the question involved on appeal, the brief states with reference to the mail order request that it "contained no false statements but was filed by the veteran dealer with the WAA in the name of his partner". Actually the application did contain a false statement inasmuch as it stood in the name of Csaki and failed to disclose the name of DeBon who was the actual buyer of the trucks and who was to obtain an immediate conveyance from Csaki as soon as he acquired title to the property.

McCoy v. United States, supra;

Todorow v. United States, supra.

The further question is asked as to whether the conviction, etc., does not constitute double jeopardy under the two counts because they are duplicitous as to persons, times, etc. The answer to this question is that two separate and distinct offenses were charged and were the basis for separate findings of guilt: obtaining government property by fraud and conspiring to obtain the property.

United States v. Bayer (N.Y., 1947), 67 S. Ct. 1394;

Upshaw v. United States (CCA Okla., 1946), 157 F. (2d) 716;

Taub et al. v. Bowles (Em. App. 1945), 149 F. (2d) 817, cert. denied 66 S. Ct. 39, 226 U. S. 732, 90 L. ed. 435;

Banghart, et al. v. United States (CCA North Carolina, 1945), 148 F. (2d) 521; cert. denied 65 S. Ct. 1568, 325 U. S. 887, 89 L. Ed. 2001; rehearing denied 66 S. Ct. 133, 326 U. S. 807, 90 L. ed. 492;

Pinkerton v. United States (Del., 1946), 66 S. Ct. 1180, 328 U. S. 640; 90 L. ed. 1489, rehearing denied 67 S. Ct. 26; see also,

Blumenthal v. United States (CCA Cal., 1946), 158 F. (2d) 762, rehearing denied 158 F. 883, cert. denied 67 S. Ct. 1307.

In the assignment of errors appellant on page 13, specifications 12, 13 and 14 states: "12. The trial Court erred in refusing to instruct the jury, in response to its inquiry, that a veteran dealer could buy surplus property on his priority and sell to a non-veteran at a profit. (R. 202.)"

"13. The trial Court erred in refusing to instruct the jury, in response to its inquiry, that a veteran dealer could sell purchased surplus property to a third person for a profit or for a commission. (R. 205.)"

Since Usaki was, in fact, not a veteran dealer (R. 124) and the record discloses no meeting between Usaki and DeBon until July 24 or 25, 1946 (R. 127-128), such requested instructions were irrelevant and misleading, and it was proper for the Court to refuse to give them. *Actually, there was a complete agreement by both sides in the presence of the Court as to the instructions that were to be given and it*

was understood to the satisfaction of counsel for the defendant, that such instructions were not appropriate and would not be given. (R. 195.)

“14. The trial Court erred in instructing the jury that one who aids and abets an offense is criminally liable as a principal. (R. 185-6.)”

The record shows that DeBon furnished the funds making the completion of the crime possible. Under these circumstances, it was incumbent upon the Court to instruct the jury on the subject of aiding and abetting in the commission of a crime.

Perrin v. United States (CCA N.Y., 1922),
279 F. 253;

Colbeck v. United States (CCA Ill., 1926), 10
F. (2d) 400; cert. denied *Hackenthal v. U.*
S. (1926), 46 S. Ct. 471; 270 U. S. 663, 70
L. ed. 788;

Colbeck v. United States (1926), 46 S. Ct. 474,
271 U. S. 662; 70 L. ed. 1138;

Lanham, et al. v. United States (1926), 46 S.
Ct. 474, 271 U. S. 662, 70 L. ed. 1138;

Borgia v. United States (CCA Cal., 1935), 78
F. (2d) 550; cert. denied 56 S. Ct. 135, 296
U. S. 615, 82 L. ed. 436.

See also

McCoy v. United States, supra;

Todorow v. United States, supra.

In appellant's analysis of the evidence of fraud, the statement appears on page 16 of his brief that the indictment is fatal because it fails to allege spe-

cifically the statement or statements in the veteran's application for surplus property which were false. Recent cases hold that such specific statements are no longer necessary to sustain an indictment.

United States v. Goldsmith (CCA N.Y., 1940), 108 F. (2d) 917; cert. denied 80 S. Ct. 715; 309 U. S. 678, 84 L. ed. 1022, rehearing denied 60 S. Ct. 1073, 310 U. S. 657; 84 L. ed. 1420, 61 S. Ct. 956, 313 U. S. 599, 85 L. ed. 1551.

On the same page, the brief states: "Csaki was entitled to purchase the property and to pass title to a third person."

Such statement is inaccurate and contrary to the language appearing in the veteran's application (U. S. Exs. 13 and 14) which limits war assets sales to veterans who intend to use the purchased articles for their own use unless they be dealers in the particular merchandise, and is also contrary to the advertising appearing in the brochures. (U. S. Exs. 11 and 12.) Csaki neither intended to use the trucks himself nor was he a dealer entitled to convey the property and pass title to a third person.

In the next paragraph on page 16 of the brief, Count 3 is declared to be void for duplicity because it appears to allege an offense conjunctively against the defendant charging that he did "make and cause to be made" a false statement *and* did conceal "a material fact" within the jurisdiction of the War Assets Administration. While such use of the statu-

tory language is not desirable, it is not fatal to the cause of action set forth in Count 3, since the use of the conjunctive does not give rise to true duplicity. The "and" merely creates a repetitious method of stating a single offense against DeBon, namely, making a false statement by using Csaki's name on the application and by that fact concealing his own name. Thus, a single offense is charged in Count 3.

Bridges v. United States (Montana, 1905), 140 F. 577;

United States v. Franklin (CCA N.Y., 1909), 174 F. 16; writ of error denied;

Franklin v. United States (1910), 30 S. Ct. 434, 216 U. S. 559, 54 L. ed. 615;

United States v. Hull (D.C. Neb., 1882), 14 F. 324.

Continuing its attack on the third count, the brief states on page 17, in discussing this count, "It also contains no allegation of the nature of the 'material fact' which was concealed and therefore fails to state an offense."

The indictment charges in general language the fraudulent use of a veteran's name. Such general charge carries with it by implication the concealment of the real party in interest, for whom the name of Csaki appeared as a front. Such charge is sufficient in view of the liberal interpretation of the requirements for a valid indictment today. See

McCoy v. United States, supra;

Todorow v. United States, supra;

United States v. Goldsmith, supra.

On the same page, the further statement appears: "There was no duty upon Csaki to state (in the application) that at the time he applied to purchase that he intended to resell the trucks at that time or at any future time."

Such a statement is contrary to the printed matter appearing in the application itself which required a veteran purchaser to be the sole user and promise not to resell the surplus property being purchased. (Exs. 13 and 14.)

Appellant alleges on page 18 of his brief that the Government is not competent to establish a fraudulent offense against DeBon under Title 18, USCA 80, because it cannot and could not show any detriment suffered by it when it made the sale to Csaki.

Such is not the test of determining fraud on the part of DeBon and his co-conspirators in preparing a fraudulent request to purchase surplus property. The government is not required to show pecuniary loss in connection with a fraud charge.

United States v. Goldsmith, supra;

United States v. Heine (CCA N.Y., 1945), 149 F. (2d) 485, cert. denied 65 S. Ct. 1578, 325 U. S. 885, 89 L. ed. 430;

United States v. Presser (CCA N.Y., 1939), 99 F. (2d) 819.

The appellant's argument that the conspiracy charge must also fail because of the defect in the substantive offense, is accordingly without merit and does not warrant discussion.

Appellant contends that there is no evidence that DeBon conspired to make false applications (Exs. 13 and 14) or that he instigated the requests to purchase the trucks. (Exs. 1 and 5), (page 20, appellant's brief.)

It is true that when the original applications were filed by Csaki they were not false. However, the crime is not completed when the application is filed; it is consummated when the application is used to perpetrate a fraud. Thus, as Csaki filed his applications in good faith in December, 1945, and March, 1946, there was no wrongdoing until Hildebrand met DeBon and entered into the agreement which was completed with the misuse of the applications for the benefit of DeBon.

With respect to the conspiracy itself, the crime was not completed with the mere filing of the applications. It was of a continuing nature until the purpose for which the conspiracy was entered was completed with the misuse of the applications to enable DeBon, who supplied the funds, to obtain the trucks. This is the answer to appellant's assertion on page 21 of his brief.

Appellant asserts that there is no evidence of any knowledge on the part of DeBon of an agreement between himself and Hildebrand or Csaki for the acquisition of the trucks. Such is not the case.

With respect to the statement made on page 22 of appellant's brief, that the prosecution, in effect, is charging that the conspiracy, originally entered

into between Csaki and Hildebrand, was reopened so as to include DeBon up to and including the time Csaki passed title to DeBon after the purchase of the trucks, there is evidence to support this theory.

Nyquist v. United States (CCA Mich., 1924), 2 F. (2d) 504; cert. denied 1925, 45 S. Ct. 508, 267 U. S. 606, 69 L. ed. 810;

Blue v. United States (CCA Ohio, 1943), 138 F. (2d) 351; cert. denied 64 S. Ct. 1046 (3 cases), 322 U. S. 736, 88 L. ed. 1570; rehearing denied 64 S. Ct. 1259 (3 cases), 322 U. S. 771, 88 L. ed. 1596.

A person may enter a conspiracy after its original inception by others if he has knowledge of the facts in connection with such conspiracy, intends to participate therein and thereafter performs some overt act in connection therewith.

Rudner v. United States (CCA Ohio, 1922), 281 F. (2d) 516; cert. denied (1922), 43 S. Ct. 95, 260 U. S. 734, 67 L. ed. 487;

Hagen v. United States (Wash., 1920), 268 F. 344; cert. denied (1921), 41 S. Ct. 323, 255 U. S. 569, 65 L. ed. 790.

The record shows that DeBon did join in an unlawful agreement. Appellant's authorities requiring such joinder to make a party guilty of conspiracy are not disputed. (Appellant's Br. p. 22.) On page 24 of appellant's brief, it is stated that "Nothing in these mail order request forms supplied by the WAA required * * * disclosure therein (of the use to be put of the items purchased)."

This is contrary to the language found in the applications which requires the veteran to use the goods himself. (U. S. Exs. 13 and 14.)

Appellant contends that the evidence is insufficient to connect DeBon with the conspiracy. His authorities (p. 25 of his brief) are valid, but the record supports a different conclusion from that which he reached.

On page 26, of his brief appellant states: that "The evidence is conclusive that Hildebrand personally, without the knowledge of Csaki or DeBon, prepared both mail order requests (Exhibits 1 and 5) and later had Csaki orally approve his making of these requests."

Appellant overlooks the fact that these two mail order requests (Exhibits 1 and 5) were filled out after DeBon had seen the brochures advertising the sale (Exhibits 11 and 12) and had designated in these brochures to Hildebrand the property he desired to obtain.

On the same page appellant states that there is lack of "evidence that the sale by the WAA was restricted to veterans or that there was any prohibition against resale to a non-veteran."

As already stated, the application itself has language in it which limits the use of the goods purchased. The name appearing in the application was that of a veteran, and DeBon made no effort to purchase as a non-veteran. The data set forth on page 27 of Appellant's brief, in which a dealer's applica-

tion for property is quoted is irrelevant to this case. The statement made on page 28 of Appellant's Brief that "There is no doubt DeBon thought he was dealing with a duly licensed veteran dealer of used cars," is not supported by the record. DeBon testified that he first met Hildebrand on July 8, 1946. (R. 53.) Consequently it is fair to assume that he had had no dealings with him before that time.

While in his brief appellant contends that he was introduced to Hildebrand as a veteran dealer, the following testimony appears on page 138-139 of the record:

Q. * * * When did you first, or did you know John Hildebrand?

A. I met him on July 8, 1946.

Q. And where did you meet him?

A. Van Ness Avenue.

Q. And was that a prearranged meeting, or was it just accidental?

A. Accidentally.

Q. You say you met him where?

A. At 30 Van Ness Avenue.

Q. At the War Assets Administration?

A. That's right.

Q. What was he doing there at the time you met him?

A. I couldn't tell you. He was walking in and out of the building, and someone introduced me to him, and we got to talking about trucks and so on, and the conversation come up regarding he had a couple of trucks that he couldn't use. He asked me if I could use them. I told him I probably could, that I am in that line of

business. We finally that afternoon got together and I told him I will take the trucks, and I purchased those two Chevrolet trucks.

Q. You purchased the two Chevrolet trucks—

A. In the meantime he told me he had two or three others that he had applied for that was coming up and he couldn't use, and if I might could use them he was willing to sell them, and I told him, "If you can't use them I will buy them and take them off your hands and give you a little profit."

The charge that "Csaki's affidavit was not proved false in any material respect" hardly merits discussion since Csaki pleaded guilty to this very charge and such proof on the part of the Government would have been redundant.

In contending that the Government failed to sustain its burden of proof, appellant has pinned his case on the fact that Csaki acquired title to the trucks as a purchaser. (Appellant's Br. 29.) As already stated equitable title is controlling in a transaction such as that carried out by Hildebrand and Csaki who were not dealers in used cars at the time of the transaction with DeBon. (R. 90.)

With respect to the statement on page 30 of Appellant's brief that an agreement between DeBon and Csaki for the purchase and sale of the trucks could be perfectly legitimate and could not be violations of law perpetrated by Csaki is not so. See

McCoy v. United States, supra,

Todorow, et al. v. United States, supra.

Since DeBon had knowledge of the illegal transaction, he could not acquire good title through Csaki.

On the same page appellant states that the prosecution did not prove Hildebrand's lack of authority and DeBon's knowledge of this lack. Hildebrand admitted his lack of authority when he pleaded guilty, and since showed that DeBon had knowledge of Hildebrand's illegal methods and means. The record further shows that appellant's statement on page 31 of his brief that "The evidence was uncontradicted and conclusive that DeBon dealt with Hildebrand in the belief that Hildebrand was * * * a veteran dealer * * *" is also contrary to testimony adduced at the trial.

DeBon was dealing with priorities of Veteran Csaki. If he did not know Csaki personally, he at least knew that the priorities of some veteran were being used. Hildebrand's testimony seems to fairly imply that while his name was nominally listed as a veteran dealer with the War Assets Administration, he was not actually engaged in the business of a dealer at the time that he met DeBon in June or July of 1946. (R. 96.)

The charge that the prosecution made reversible error in summarizing his case to the jury wherein it was charged that DeBon had engaged in other conspiracies (Appellant's Br. p. 31) is without merit in view of the Court's admonition to the jury to disregard the statement. To allege that the Court's language was insufficient to correct what constituted an incurable blunder is nonsense. Following the statement that there may have been other conspir-

acies here, counsel was interrupted by the Court and the Jury admonished to disregard this statement of counsel, after which counsel for prosecution continued with the following statement:

“What I had in mind, ladies and gentlemen, was to confine you to the facts in this case, the one Chevrolet truck and the three White trucks, and not to consider any other trucks in relation to the matter.” (Supplemental R. p. 226.)

Appellant contends that counts 1 and 3, charging, respectively, conspiracy and making fraudulent applications, set forth one and the same offense and that conviction of a crime contained in count 1 exhausts the jurisdiction of the court. (Appellant’s Br. p. 33.)

Such an argument would eliminate the crime of conspiracy in innumerable cases in which the illegal agreement to commit a crime, consummated in an overt act, establishes the basis for a conviction of the substantive offense with which the conspiracy is connected. While it is true that the purport of counts 1 and 3 appears to be very similar, the two counts are distinguishable and the Court had jurisdiction to impose separate punishment for the two offenses. See

Bridges v. United States, supra,
Pinkerton v. United States, supra,
Blumenthal v. United States, supra.

With respect to appellant’s criticism of the instructions to the jury: the comment made on page 35 of Appellant’s Brief that “There is a wide difference between the weight to be given to the testimony of persons asserted to be accomplices and convicted co-

defendants," deals with a judicial refinement that hardly justifies serious comment. In the first place it should be noted that all instructions were approved by counsel before they were presented to the jury. (R. 195-197.) Any oral questions raised by the attorney for defendant were superseded by the general agreement reached by all parties concerned. According to the rules (Rule 30, Rules of Criminal Procedure for the District Courts of the U. S. effective Mar. 21, 1946—see appendix) a failure to except to instructions prior to presentation to the jury, constitutes a waiver of any objection that may be made to such instructions. In the particular complaint raised on page 35 of Appellant's brief, there is obviously no merit. The Court advised the jury to receive the testimony of accomplices with caution. The fact that the accomplices pleaded guilty and thus became codefendants, hardly destroys the import of the language used by the Court.

Appellant objects to the Court's failure to give an instruction on the theory of the case whereby DeBon was dealing with a regular veteran dealer. (Appellant's brief p. 37.)

In the first place, it should be noted that here, too, counsel for DeBon acceded to the instructions given by the Court and did not except to a failure to give such an instruction. (R. 197.) In the second place, it would appear that while Hildebrand's name appeared in the record of the War Assets Administration as a veteran dealer, it further appears that at time he met DeBon on July 6, 1946 and thereafter, he was not so engaged. (R. 90.) Therefore the facts

presented to the jury did not give rise to any legal problem connected with the purchase of trucks from a dealer. The record will show that there was no actual break in passage of ownership from the Government to DeBon with the exception of bare legal title resting in Csaki for a sufficient length of time for him to pass DeBon's money to the War Assets Administration and obtain the trucks which he immediately conveyed to DeBon on a bill of sale. There was no resale transaction and there was no duty for the Court to instruct on such a subject.

Appellant further criticizes the Court on pages 38 and 39 of his brief for presenting an instruction on the meaning of an aider and abettor. Aside from the fact that counsel for DeBon agreed to such an instruction (R. 195-197) the language used by the Court was certainly relevant in explaining the meaning of the conspiracy charged in the first count of the indictment. Since DeBon actually paid the money for the trucks, there is little doubt that his purchase made possible the entire transaction and that his conduct might well be described within the language used by the Court in its description of an aider and abettor.

Appellant again criticizes the Court's response to certain questions put by the jury. (Br. 40-41-42.) The language quoted referring to the record, pages 202 and 203, is a correct statement of the law and does not require justification. Further the Court's reply to the juror who sought to ascertain the significance of a purchase by an innocent purchaser, in which it was said that the question was one of fact, was a sound

treatment of this problem. The juror did not want an explanation of the meaning of an innocent purchaser, and from his question the Court could gather that he understood the significance of such a purchase if it had occurred as a matter of fact. The whole subject of sales by veteran dealers was properly covered by the Court in relation to the evidence adduced at the trial.

As frequently noted above, the veterans were not dealers, and the evidence disclosed the fact that De-Bon was using them to acquire trucks he was not entitled to purchase himself. The Court's response to the juror's questions was all that could be expected under the circumstances and certainly did not constitute error of any kind.

CONCLUSION.

From the foregoing reasons, the appellee contends that the judgment of the Court below should be affirmed.

Dated, San Francisco, California,
February 23, 1949.

Respectfully submitted,

FRANK J. HENNESSY,

United States Attorney.

EDGAR R. BONSALL,

Assistant United States Attorney.

Attorneys for Appellee.

(Appendix Follows.)

Appendix.

Appendix

Rule 30, *Rules of Criminal Procedure for the District Courts of the United States*, effective March 21, 1946.

At the close of the evidence or at such earlier time during the trial as the Court reasonably directs, any party may file written requests that the court instruct the jury on the law as set forth in the requests. At the same time copies of such requests shall be furnished to adverse parties. The court shall inform counsel of its proposed action upon the requests prior to their arguments to the jury, but the Court shall instruct the jury after the arguments are completed. No party may assign as error any portion of the charge or omission therefrom unless he objects thereto before the jury retires to consider its verdict, stating distinctly the matter to which he objects and the grounds of his objection. Opportunity shall be given to make the objection out of the hearing of the jury.

PART 8307—PREFERENCES FOR VETERANS.

Surplus Property Board Regulation 7, May 29, 1945, as amended to August 3, 1945, entitled "Preferences for Veterans" (10 F. R. 6519, 9119, 9886) is hereby revised and amended as herein set forth as Surplus Property Administration Regulation 7.

* * * * *

Sec. 8307.1. Definitions—(a) Terms defined in act.
Terms not defined in paragraph (b) of this section

which are defined in the Surplus Property Act of 1944 shall in this part have the meaning given to them in the act.

(b) Other Terms. (1) "Own" business or professional or agricultural enterprise means one of which more than fifty (50) per cent of the invested capital or net income thereof is owned by, or accrues to, a veteran or veterans. A veteran may be deemed to have his "own" business or professional or agricultural enterprise for the purpose of acquiring particular tools or equipment when he is engaged by others as an employee or agent and is required by his employment to have his own tools or equipment.

(2) "Small business" may include any commercial or industrial enterprise, or group of enterprises under common ownership or control, which does not at the date of purchase of surplus property hereunder have more than five hundred (500) employees, or any such enterprise which by reason of its relative size and position in its industry is certified by Smaller War Plants Corporation, with the approval of the Surplus Property Administrator, to be a small business.

(3) "Veteran" means any person in the active military or naval service of the United States during the present war, or any person who served in the active military or naval service of the United States on or after September 16, 1940, and prior to the termination of the present war, and who has been discharged or released therefrom under honorable conditions. Veterans "released" from military or naval service shall include persons on terminal leave or final furlough and

those whose status has been changed from "active" to "inactive".

Sec. 8307.2 Scope. This part shall apply to disposals to veterans of surplus property located in the continental United States, its territories and possessions. It shall not apply to real property, industrial plants, shipyards and facilities, property designated in classes (1) to (8), inclusive, in Section 19(a) of the Surplus Property Act of 1944, or surplus vessels which the Maritime Commission determines to be merchant vessels or capable of conversion to merchant use.

Sec. 8307.3 Preference. Veterans shall be given a preference, subordinate to the rights of Government agencies and State and local governments, to purchase surplus property for use in their own small business, agricultural and professional enterprises. Such preference shall extend to property necessary to establish and maintain their own small business, agricultural and professional enterprises, and, within reasonable limits commensurate with the enterprise established or to be established and in commercial lots appropriate to the level of trade, to one initial stock of property to be resold with or without processing or fabrication in the regular course of business. In order to accomplish equitable distribution the Smaller War Plants Corporation in collaboration with the disposal agencies and with the approval of the Administrator may establish minimum and maximum limits as to the value and quantity of property which may be purchased by preference by any veteran.

Sec. 8307.4 Manner of exercising preference: application to Smaller War Plants Corporation. A veteran desiring to exercise his preference hereunder shall apply to any office of the Smaller War Plants Corporation and shall furnish the Corporation with complete information regarding the property desired. Smaller War Plants Corporation shall satisfy itself through reference to the applicant's discharge papers or to other satisfactory evidence that the applicant is a veteran and that the property applied for is to be used in his own small enterprise, and shall require of the applicant a supporting statement or affidavit. Smaller War Plants Corporation shall issue a certificate to such veteran stating that he is a veteran entitled to preference in the purchase of the types and quantities of the property described therein. Smaller War Plants Corporation shall also assist the veteran by referring him to the appropriate disposal agency, and, by agreement with the veteran, may act as his agent in purchasing the property certified. Disposal agencies shall rely upon the certificate of the Smaller War Plants Corporation that the holder is a veteran entitled to preference in the purchase of the types and quantities of the property described therein. Purchases under preferences accorded veterans shall be filled from reserves or other property made available to Government Agencies under Part 8302.¹ Property available for veterans may be inspected by them. Whenever a disposal agency receives an application from a veteran desiring to exercise his preference

¹SPB Rev. Reg. 2 (10 F. R. 12121).

hereunder but not accompanied by a certificate from the Smaller War Plants Corporation, it shall refer the application to Smaller War Plants Corporation together with full information regarding the availability of the property and the price, terms, and conditions of sale.

SURPLUS PROPERTY ACT. (Title 50, Sec. 1611.)

* * * * *

(e) to foster and to render more secure family-type farming as the traditional and desirable pattern of American agriculture.

(h) to assure the sale of surplus property in such quantities and on such terms as will discourage disposal to speculators or for speculative purposes.

(q) to prevent insofar as possible unusual and excessive profits being made out of surplus property.

Title 50, Sec. 1625. Disposition to Veterans.

The Board shall prescribe regulations to effectuate the objectives of this Act (Sections 1611-1646 of this Appendix) to aid veterans to establish and maintain their own small business, professional, or agricultural enterprises, by affording veterans suitable preferences to the extent feasible and consistent with the policies of this Act (such sections) in the acquisition of the types of surplus property useful in such enterprises. (Oct. 3, 1944, c. 479, Sec. 16, 58 Stat. 773.)

L.P.

MAIL ORDER REQUEST FOR SURPLUS PROPERTY

10-A-25255

(This Form Must Be Made Out In Triplicate)

Chief, Veterans Preference Unit
War Assets Administration
540 Market Street
San Francisco 2, California

July 8 1946
(Date)

If available, I desire to purchase 1 (indicate number) of the items
below in order of my preference, and offered in Sale Number 45378
Sale Date is July 25-26 1946.

WAA Decl. No. (ORO File No.)	Item No.	Tax No.	Page No.	Price	Items Awarded
26396	289	81	26	\$1125.70	

DO NOT WRITE IN THIS SPACE

Attached is my original Veteran's Preference Certificate, Case No. _____, items desired.

I hereby certify that I have personally inspected the aforementioned items, tested, and understand that all purchases are on an "AS IS" and "WHERE IS" basis, without recourse. I am prepared to make payment upon notification of award and refer for payment.

Ann Csani m h
(Signature of Veteran)

SURE

35617
28617

CAR CSANI
5 ROTTECK ST.
at SAN FRANCISCO

PLEASE PRINT OR TYPE YOUR NAME AND MAILING ADDRESS IN THE LOWER LEFT HAND CORNER OF THIS FORM.

25.

1 - SALES FILE COPY
WAR ASSETS ADMINISTRATION
RECONSTRUCTION/ FINANCE/ CORPORATION

DISPOSAL DOCUMENT NO. 10 - 147895

SAN FRANCISCO

DATE: JULY 8, 1946

7 S1008-19-B-7

SHEET NO. 1 OF 1 SHEETS

AGENCY 2131	LOCATION 306	FILE NO. 26396	OWNING AGENCY DOCUMENT NO.	CONTRACT NO. 28617	PURCHASE AUTHORITY NO.	BILL OF LADING NO.
BALANCE DUE		DATE BALANCE DUE		DISPOSAL CODE B1	TRANS. CODE	SALE NO. 45378

SEC. 2

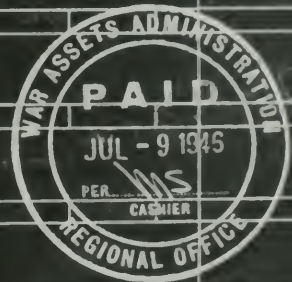
#10-A-25255
R CSAKI
OTTECK ST.
SAN FRANCISCO, CALIF.
D DESTINATION
R CSAKI
OTTECK ST.
SAN FRANCISCO, CALIF.

DECLARING AGENCY
AAF 1008 - SATSC
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA

LOCATION OF PROPERTY
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA
CUST: MAJOR J. E. QUASNOSKY

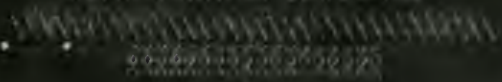
ITEM DESCRIPTION

NO. OR LINE NO.	CLASSIFICATION (2)	COND- ITION (4)	UNIT OF MEASURE (3)	NO. OF UNITS PURCHASED (6)	FRACTION (5)	UNIT PRICE (7)	AMOUNT (8)	NO. OF UNITS DELIVERED (9)	FRACTION (10)	TOTAL REPORTED COST FOR ITEM (11)
01	45-1499	02	EA	1			1,125.96			2800.00
CHEVROLET 1942, AERIAL E5 GUNNERY TRAINER, 1 1/2 TDN, 4x4, W.B.145", W/O WINCH, MODEL G7013, SER. #9NE22-ENGINE #BV 488492 4254										



TOTALS 1 1,125.96 2800.00

J. L. Lewis
J. L. LEWIS
SIGNATURE OF ISSUING OFFICER
MARKETING SPECIALIST
TITLE OF ISSUING OFFICER



1481E

448 1000 - 6000
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA
CONF. HASOR, A. E. WLAJANSKY

CONF. HASOR, A. E. WLAJANSKY
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA
CONF. HASOR, A. E. WLAJANSKY
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA

CONF. HASOR, A. E. WLAJANSKY
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA
CONF. HASOR, A. E. WLAJANSKY
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA

WARRANTY

The contracting officer whose signature appears below certifies that the property is awarded to a veteran exercising preference in accordance with Surplus Property Administration Regulation. The purchaser agrees to buy the property listed herein in accordance with the attached sales conditions and any modifications thereof which are attached to and made a part hereof.

U. S. DIST. CT. S. A. CAL.

No. 50881 *Secret*

U. S. EX. No. 5
FILED JUL 30 1947

C. W. CALHEBATH, CHIEF

BY Sparr's Auction
DEPUTY CLERK

Buyer Oscar Cook 75 Rothman ST.
Address



FIXED PRICE SALE
THE CONTRACTING OFFICER WHOSE SIGNATURE APPEARS ABOVE HEREBY CERTIFIES THAT THE CONTRACT WAS AWARDED AFTER PUBLIC NOTICE AT A PUBLIC HEARING AND THAT THE CONTRACT WAS AWARDED IN ACCORDANCE WITH SALES REGULATIONS.
BY [Signature]
CONTRACTING OFFICER

CONF. HASOR, A. E. WLAJANSKY
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA
CONF. HASOR, A. E. WLAJANSKY
MCCLELLAN FIELD
SACRAMENTO, CALIFORNIA

U. S. Exhibit 4

FORM WAA-SF-17

WAR ASSETS ADMINISTRATION

11841

S-35617

CHAS. NO. 28617

SALE NO. 15378

KNOW ALL MEN BY THESE PRESENTS:

BILL OF SALE

ONE THOUSAND ONE HUNDRED TWENTY-FIVE

THAT IN CONSIDERATION \$ 06/100 DOLLARS (\$ 1 325 06)

AND OTHER VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED (SELLER) DOES HEREBY SELL, TRANSFER AND DELIVER UNTO OSCAR CSAKI (BUYER) HIS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED VEHICLE:

26396 MAKE CHEVROLET ENGINE NO. 1888192 SERIAL NO. 019223 1954

TAG 81 BODY TYPE AERIAL E5 YEAR MANUFACTURED 1942 MODEL NO. 07013

GUNNERY TRAINER

THE SAID SELLER HEREBY WARRANTS THAT HE IS THE LAWFUL OWNER OF SAID VEHICLE; THAT IT IS FREE FROM ALL LIENS AND ENCUMBRANCES EXCEPT LIEN IN PAYOR OF "NO EXCEPTIONS" (IF NO SUCH TAGS, WHITE THE WORDS "NO EXCEPTIONS" IN THE BLUE SPACE)

THAT HE HAS THE RIGHT TO SELL THE SAME AS AFORESAID, AND THAT HE WILL WARRANT AND DEFEND THE TITLE OF SAME AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS WHATSOEVER EXCEPT LIENHOLDERS NOTED ABOVE.

SIGNED THIS DAY JULY 8, 1946

SELLER: WAR ASSETS ADMINISTRATION 30 VAN NESS AVENUE, SAN FRANCISCO, 2, CALIFORNIA

BY: CHIEF MARKETING SPECIALIST

SIGNATURE OF CONTRACTING OFFICER:

U. S. DIST. CT. S. D. CAL.

No. 30581

EX No. 11

FILED JUL 30 1946

C. W. CALNESEATH, CLERK

BY: Edward G. ... DEPUTY CLERK



MAIL ORDER REQUEST FOR SURPLUS PROPERTY

(This Form Must Be Made Out In Triplicate)

To: Chief, Veterans Preference Unit
War Assets Administration
1540 Market Street
San Francisco 2, California

10-A-25255
1946
(Date)

If available, I desire to purchase 10 items (indicate number) of the items listed below in order of my preferences, and offered in Sale Number 25255 whose Sale Date is July 11 1946.

Sequence	WAA Decl. No. (CBO File No.)	Item No.	Tag No.	Page No.	Price	Items Awarded
1.	16300	1 to 30 incl.			\$3629.00	
2.	But not item # 9					
3.						
4.	16300	(2)	614	1	3629.00	✓
5.	16300	(5)	617	1	3629.00	✓
6.	16301	(24)	540	2	3629.00	✓
7.						
8.						
9.						
10.						

DO NOT WRITE IN THIS SPACE

Attached is my original Veteran's Preference Certificate, Case No. 25255, for items desired.

I hereby certify that I have personally inspected the aforementioned items, as listed, and understand that all purchases are on an "AS IS" and "WHERE IS" basis, without recourse. I am prepared to make payment upon notification of award and request for payment.

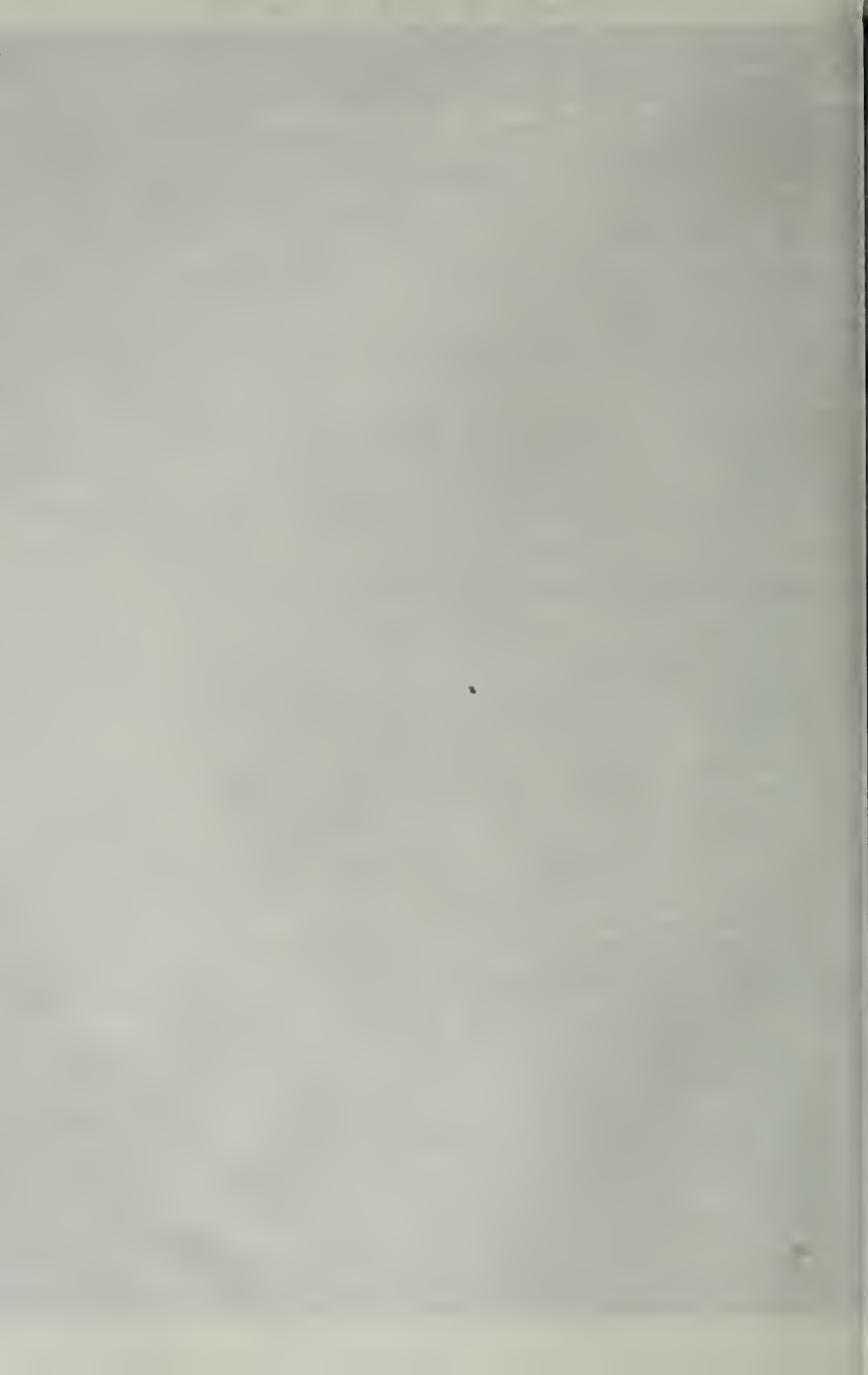
ENCLOSURE

[Signature]
(Signature of Veteran)

S- 35747
C- 28747

OSCAR COADI
75 BATTERY ST
S.F. CALIF.

PLEASE PRINT OR TYPE YOUR NAME AND MAILING ADDRESS IN THE LOWER LEFT HAND CORNER OF THIS FORM.



Name of Company OSCAR CSAKI		Case Number 10-A-25255		Code Classification 45-1408	
Number and Street 75 Rottack St		City San Francisco 12		State Calif	
Official to Contact		Phone No. EA 2460		Search Expiration Date:	
Applicant's Business is: Hauling & Trucking		Applicant is:		Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/>	
Description:		Wholesaler <input type="checkbox"/> Other <input type="checkbox"/>		Thickness Width and Length	
Quantity three	Unit of Measure each	Van Trucks $1\frac{1}{2}$ or $2\frac{1}{2}$ or 3 or 4 ton			
Remarks:		<p style="text-align: center;">CERTIFICATION FOR VETERAN'S PREFERENCE</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">DATE <u>3-27-46</u> WAR ASSETS CORPORATION</p>			

WAC-53
5-7-45

Surplus Consumer Goods or Materials Inquiry Card

Budget Bureau No.
12-R-2563
Form Approved

U.S. Exhibit 7

11841

MEMORANDUM

Date July 13 1946

TO: J. L. Lewis, Chief Automotive Section II
30 Van Ness Ave.,

U. S. DIST. CT. S. F. CAL.
No. 7-2-27
EX. No. 17
FILED JUL 30 1947

FROM: W. A. Weertandyke
Veterans Preference Unit
1540 Market Street, S.F.

U. S. DISTRICT COURT
Edward G. Sisk
DEPUTY CLERK

SUBJECT: SALES CONTRACT FOR VETERAN'S
SWPC CASE NO. 10-6-25255

CEGAR SALES
(initials)

75 Rotteck St.
San Francisco, California

- This veteran desires to purchase the following:
 Two (2) Truck, Van 6 Ton, 6x6 Drive. Cro File #. 16300
 Tag 614 Item 2 Price. \$3629.00 Location: Signal Corps Depot
 Tag 617 Item 3 Price. \$3629.00 Sacramento, California
 One (1) Truck Van, 6 Ton, 6x6 Drive.
 Cro File No. 16301
 Tag 540
 Item 24
 Price. \$3629.00 Located at the New Signal Corps Depot, Sacramento, California.
- Please prepare sales contract form 1192 at once in order to permit this veteran to make payment by 2 p.m. _____, 1946.
- This transaction will be completed: By mail By office call
- Shipping instructions:
Veteran will pick up this property at site at own expense.
- Veterans Preference Certificate is (not) attached; all items listed thereon have (not) been completed.
- Please acknowledge receipt of this request on the attached copy provided for your convenience and return to Veterans Preference Unit.

RECEIPT ACKNOWLEDGED BY:

Signature _____

WA Weertandyke:dm

Distribution: Original & copy to addressee
1 copy - dictator's pending file
1 copy - division master file
1 copy - division reading file

// RECONSTRUCTION FINANCE CORPORATION //

DISPOSAL DOCUMENT NO.

10

307848

WAR

ASSETS ADMINISTRATION

DATE

July 17, 1946

SCO

SHEET NO. 1 OF 21 SHEETS

04-170-SC-5563C

AGENCY 2123	LOCATION 322	FILE NO. 16301	OWNING AGENCY DOCUMENT NO.	CONTRACT NO. 28747	PURCHASE AUTHORITY NO.	BILL OF LADING NO.
BALANCE DUE		DATE BALANCE DUE		DISPOSAL CODE 31	TRANS CODE 45468	SALE NO.
DECLARING AGENCY CSAKI TEBECK ST. SAN FRANCISCO, CALIF.			SACRAMENTO SIGNAL DEPOT NORTH SEVENTH ST SACRAMENTO, CALIF. (15)			
LOCATION OF PROPERTY CSAKI TEBECK ST. SAN FRANCISCO, CALIF.			SACRAMENTO SIGNAL DEPOT N. 7TH ST., SACRAMENTO, CALIF. CUST: CAPT. R. A. HOWLAND			

SEC-2

ITEM DESCRIPTION										TOTAL REPORTED COST FOR ITEM
QTY	CLASSIFICATION	COND. ITION	UNIT OF MEASURE	NO. OF UNITS PURCHASED	FRAC. TIONS	UNIT PRICE	AMOUNT	NO. OF UNITS DELIVERED	FRAC. TIONS	(10)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	VAN, 1942, WHITE, TON 6, DRT BXG, W.B.185", N/WINCH									
	MODEL 666, SER#250526 ENG#11661									
	HXC-3247938									
01	45-1300102	EA		1		3629.00				13647.00
TOTALS							1	3629.00		13647.00



J. L. Lewis
 J. L. Lewis
 SIGNATURE OF ISSUING OFFICER
 MARKETING SPECIALIST
 TITLE OF ISSUING OFFICER

WAR ASSETS ADMINISTRATION
RECONSTRUCTION/FINANCE/CORPORATION

SALES FILE COPY

DISPOSAL DOCUMENT NO.

10

307893

DATE:

July 17, 1946

SHEET NO. 1 OF 1 SHEETS

OFFICE:
SAN FRANCISCO

55747

04-170-SC-5589c

AGENCY	LOCATION	FILE NO	OWNING AGENCY DOCUMENT NO.	CONTRACT NO.	FEDERATION AUTHORITY NO.	BILL OF LADING NO.
2123	322	16300		28747		
POST	BALANCE DUE	DATE BALANCE DUE	DISPOSAL CODE	TRANS. CODE	SALE NO.	INCUMBENCE NO.
			31		45468	

SEC. 2

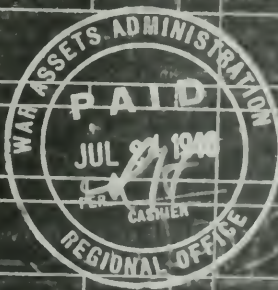
DECLARING AGENCY
SACRAMENTO SIGNAL DEPOT NORTH SEVENTH STREET SACRAMENTO 15, CALIFORNIA

LOCATION OF PROPERTY
NEW SIGNAL CORPS DEPOT SACRAMENTO, CALIFORNIA CUST: CAPT. R. A. HOWLAND

ITEM DESCRIPTION										
LINE NO. OR ITEM NO. (1)	CLASSIFICATION (2)	COND. ITION (4)	UNIT OF MEASURE (5)	NO. OF UNITS PURCHASED (6)	PRAC. TIONS	UNIT PRICE (7)	AMOUNT (8)	NO. OF UNITS DELIVERED (9)	PRAC. TIONS	TOTAL REPORTED UNIT FOR ITEM (10)

CK, WHITE 1942, K 56 B VAN, 6 TON, DRIVE 6X6, W/O WINCH, .185", MODEL 666, SERIAL #251062, ENGINE #HXC-326143

-01 45-1300 02 EA 1 3629.00 13627.00



TOTALS

1

3629.00

13627.00

SIGNATURE OF ISSUING OFFICER

MARKETING SPECIALIST

TITLE OF ISSUING OFFICER

July 17, 1946

SAN FRANCISCO

4-17-46-2500

2-2847

of 513 35 1900

5844

21

SACRAMENTO SIGNAL DEPOT
NORTH SEVENTH STREET
SACRAMENTO 15, CALIFORNIA
NEW SIGNAL CORPS DEPOT
SACRAMENTO, CALIFORNIA
CUST: CAPT. R. A. HOWLAND

ITEM 910-1-2885
GOOD CASE
75 ROTTECK ST.
SAN FRANCISCO, CALIF.
GOOD CASE
75 ROTTECK ST.
SAN FRANCISCO, CALIF.

TRUCK, WHITE 1945, K 50 B VAN, 6 TON, DRIVE SHA, W/O WIND, W.B.100, MODEL 800, SERIAL 42100, ENGINE 71K-3514

13-17-00

2820.00

001-0142-1300 OS EA 1
TAN
of 1

"VETERANS PREFERENCE"

The contracting officer whose signature appears below is certified that this contract is awarded to a veteran exercising preference rights in accordance with Surplus Property Administration Regulation 7. The purchaser agrees to buy the property listed herein in accordance with the attached sales conditions and any modifications thereof which are attached to and made a part hereof.

Oscar Cook 75 Rotteck St St.

Buyer Address

By _____ Title

ACCEPTANCE BY GOVERNMENT

By *J.H. K...* Title Contracting Officer

06.1 of 1

FIXED PRICE SALE

THE CONTRACTING OFFICER WHOSE SIGNATURE APPEARS BELOW CERTIFIES THAT THE CONTRACT WAS AWARDED AFTER PUBLIC NOTICE AT A FIXED PRICE ADMINISTRATIVELY DETERMINED IN ACCORDANCE WITH SALES PROGRAM NO.

BY *J.H. K...* (CONTRACTING OFFICER)

TITLE _____

J.H. K...
SPECIALIST

OFFICE MANAGING SPECIALIST

WAR ASSETS ADMINISTRATION
RECONSTRUCTION/FINANCE CORPORATION

DISPOSAL DOCUMENT NO. **10 - 306500**

OFFICE: **FRANCISCO**

DATE: **July 17, 1946**

5747 **04-170-SC-5589c**

SHEET NO. 1 OF 1 SHEETS

AGENCY 2123	LOCATION 322	FILE NO. 16300	OWNING AGENCY DOCUMENT NO.	CONTRACT NO. 28747	PURCHASE AUTHORITY NO.	BILL OF LADING NO.
BALANCE DUE			DATE BALANCE DUE	DISPOSAL CODE 31	TRANS. CODE	SALE NO. 45468
BUYER'S NAME AND ADDRESS R. CSAKI 1077 OTTECK ST. SAN FRANCISCO, CALIF.				DECLARING AGENCY SACRAMENTO SIGNAL DEPOT NORTH SEVENTH STREET SACRAMENTO 15, CALIFORNIA		
BUYER'S NAME AND ADDRESS R. CSAKI 1077 OTTECK ST. SAN FRANCISCO, CALIF.				LOCATION OF PROPERTY NEW SIGNAL CORPS DEPOT SACRAMENTO, CALIFORNIA CUST: CAPT. R. A. HOWLAND		

ITEM DESCRIPTION										TOTAL REPORTED REPT FORM 1704 (1)(E)
LINE NO. (1)	CLASSIFICATION (2)	CONDI- TION (4)	UNIT OF MEASURE (5)	NO. OF UNITS PURCHASED (6)	FRAC- TIONS (3)	UNIT PRICE (7)	AMOUNT (8)	NO. OF UNITS DELIVERED (9)	FRAC- TIONS	
1	K, WHITE 1942, K-VAN, 6 TON, DRIVE 6X6, W/O WINCH, W.B., MODEL 666, SERIAL #251197, ENGINE #4XC 326565			1			3629.00			13647.00
TOTALS										13647.00



J. L. Lewis
J. L. Lewis
 SIGNATURE OF ISSUING OFFICER
MARKETING SPECIALIST
 TITLE OF ISSUING OFFICER

U. S. DIST. CT. N. D. CAL.
 No. **30881**
 FILED **JUL 30 1946**
 C. R. CALBREATH, CLERK
 BY *Edward J. Mulcahy*
 DEPUTY CLERK

11841

1946

SALE

10-10-46

10-10-46

10-10-46

10-10-46

10-10-46

NEW SIGNAL CORP. DEPT
 SACRAMENTO, CALIFORNIA
 CUST: CAST. AT A. WILSON

SACRAMENTO BISHOP DEPT
 NORTH SEVENTH STREET
 SACRAMENTO, CALIFORNIA

10-10-46
 10-10-46
 10-10-46
 10-10-46
 10-10-46
 10-10-46
 10-10-46
 10-10-46

TRUCK, WHITE 1945, K-VAN, 9 TON, DRIVE AXLE, W/O WINCH, W.B.
 1951, MODEL 300, 201197, ENGINE 31000 20000

10-10-46

10-10-46

10-10-46

10-10-46

VETERAN PREFERENCE

The contracting officer whose signature appears on this law certified that this contract is awarded to a veteran exercising preference rights in accordance with Surplus Property Administration Regulation 7. The purchaser agrees to buy the property listed herein in accordance with the attached sales conditions and any modifications thereof which are attached to and made a part hereof.

Dean Cook 75 Ruttek St S #
 Buyer Address

By _____ Title
 ACCEPTANCE BY GOVERNMENT
 By *J. H. Lee* Title Contracting Officer

FIXED PRICE SALE

THE CONTRACTING OFFICER WHOSE SIGNATURE APPEARS BELOW CERTIFIES THAT THIS CONTRACT WAS AWARDED AFTER PUBLIC NOTICE AT A FIXED PRICE ADMIN-
 INATIVELY WHEN DETERMINED TO CONFORM WITH SALES PROGRAM NO. _____

BY *J. H. Lee*
 (CONTRACTING OFFICER)

TITLE

J. H. Lee
 (CONTRACTING OFFICER)

5 - TO PURCHASER - SURRENDER TO PROPERTY CUSTODIAN
WAR ASSETS ADMINISTRATION

RECONSTRUCTION FINANCE CORPORATION

DISPOSAL DOCUMENT NO. **10** - **306500**

OFFICE
SAN FRANCISCO

101 VAN NESS AVENUE
 SAN FRANCISCO 2, CALIFORNIA

DATE: **JULY 27, 1946**

38747

04-170-9C-5589C

SHEET NO. 1 OF 1 SHEETS

AGENCY 2123	LOCATION 322	FILE NO. 16300	SPONSOR AGENCY DOCUMENT NO.	CONTRACT NO. AC-348	PROGRAM AUTHORITY NO.	BILL OF LADING NO.	
DISPOSITION CODE 10-A-26285 SAN FRANCISCO, CALIF. AND DESTINATION SAKAI NORTH ST. SAN FRANCISCO, CALIF.			SALE NO. 45463		ENCUMBRANCE NO.		
DECLARING AGENCY SACRAMENTO SIGNAL DEPOT NORTH SEVENTH STREET SACRAMENTO 15, CALIFORNIA				LOCATION OF PROPERTY NEW SIGNAL CORPS DEPOT SACRAMENTO, CALIFORNIA CUST: CAPT. R. A. HOLLAND			

LINE NO. OR ITEM NO.	CLASSIFICATION	UNIT OF MEASURE	NO. OF UNITS PURCHASED	FRACTIONS	UNIT PRICE	AMOUNT	NO. OF UNITS DELIVERED	FRACTIONS	REMARKS
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
									TRUCK, WHITE 1942, K-VAN, 6 TON, DRIVE 6X6, W/O WINCH, W.B. #, MODEL 606, SERIAL #251197, ENGINE #406 32656
									-01 83-1300 EA 1 3029.00

COMPLETED
TRUCK
WAR - San Francisco, Calif.
San Francisco, Calif.
9/10/46



TOTALS **3029.00**

NOTICE: This presentation of this copy, the property custodian is to release the above property to the above-named party or his authorized representative. This copy should be signed by both buyer and custodian and returned to the issuing Office shown above.

I acknowledge receipt of the amount listed in this document as the purchase price in the document titled "How to Buy Government Property".
 Approved by: *John G. Baker*
Robert [unclear]

RECONSTRUCTION FINANCE CORPORATION

DATE:

July 17, 1946

OFFICE OF PUBLIC PROPERTY
MAR 1946
ASSETS ADMINISTRATION
REGIONAL OFFICE,
30 VAN NESS AVENUE
SAN FRANCISCO 2, CALIFORNIA

SHEET NO. 1 OF 21 SHEETS

AGENCY	LOCATION	FILE NO.	CONTRACT NO.	PURCHASE AUTHORITY NO.	BILL OF LADING NO.
			22747		
			DISPOSAL CODE	TRANS. CODE	SALE NO.
			31		12143
DECLARING AGENCY			ENCUMBRANCE NO.		
SACRAMENTO SIGNAL DEPOT NORTH SEVENTH ST. SACRAMENTO, CALIF. (15)					
LOCATION OF PROPERTY					
SACRAMENTO SIGNAL DEPOT N. 7TH ST., SACRAMENTO, CALIF CAPT. R. A. HOLLAND					

ITEM DESCRIPTION										
Q. NO. OR ITEM NO.	CLASSIFICATION	UNIT OF MEASURE	NO. OF UNITS PURCHASED	FRAC. TIONS	UNIT PRICE	AMOUNT	NO. OF UNITS DELIVERED	FRAC. TIONS	(10)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
1			1			3029.00				
VAN, 1942, WHITE, TON 6, DRI 1/2, V.B. 185", N/WINCH MODEL 666, SER#250526 ENGINE# 102-328938										
EA 1										
TOTALS						3029.00				

WRA-30 Van Ness Ave.
San Francisco, Calif.
By: *Dep*
Date: *9/26/46*



SIGNATURE OF DESIGN OFFICER
OFFICE OF PUBLIC PROPERTY
SAN FRANCISCO 2, CALIF.

NOTICE:
Upon presentation of this copy, the property custodian is to release the above surplus property to the above-named buyer or his authorized representative. This copy should be signed by both buyer and custodian and retained by the latter in those shown above.
I acknowledge receipt of the material listed in this document in the quantities shown in the column titled "No. of Units Delivered".
Oscar Cook
by Jack Craton
Delivered in accordance with the terms shown above.

5 - TO PURCHASER - SURRENDER TO PROPERTY CUSTODIAN
WAR ASSETS ADMINISTRATION

RECONSTRUCTION/FINANCE/CORPORATION

DISPOSAL DOCUMENT NO.

10

307893

DATE:

July 24, 1946

SHEET NO. 1 OF

SHEETS

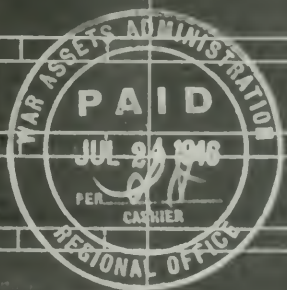
FRANCISCO

REGIONAL OFFICE,
 50 VAN NESS AVENUE
 SAN FRANCISCO, CALIFORNIA

AGENCY 2123	LOCATION 322	SALE NO. 16300	OWNING AGENCY DOCUMENT NO.	CONTRACT NO. 0048	PURCHASE AUTHORITY NO.	BILL OF LADING NO.
DISPOSAL CODE			SALE NO. 45468	ENCUMBRANCE NO.		
DECLARING AGENCY SACRAMENTO SIGNAL DEPOT NORTH SEVENTH STREET SACRAMENTO 15, CALIFORNIA				LOCATION OF PROPERTY NEW SIGNAL CORPS DEPOT SACRAMENTO, CALIFORNIA CUST: CAPT. R. A. HOLLAND		

ITEM DESCRIPTION								
LINE NO.	CLASSIFICATION	UNIT OF MEASURE	NO. OF UNITS PURCHASED	FRAC-TIONS	UNIT PRICE	AMOUNT	NO. OF UNITS DELIVERED	FRAC-TIONS
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
K, WHITE 1942, K 76 B VAN, 6 TON, DRIVE 6X6, W/O WHEEL, 105", MODEL 666, SERIAL #251062, ENGINE #402-320143								
			EA	1		3689.00		

COMPL
 50 Van Ness Ave. S.F. Cal.
 Date: 9/25/46



TOTALS 3689.00

NOTICE: Upon presentation of this copy, the property custodian is to deliver the above surplus property to the above-named buyer or his authorized representative. This copy should be signed by both buyer and custodian and returned to the issuing Office shown above.

I acknowledge receipt of the material listed in this document in the quantities shown in the column titled "No. of Units Delivered".

Osger Cooke
 Buyer
John Chester
 Custodian

Delivered in accordance with documents on file.

U-S-ET-10

11841

FORM 18A-87-17

WAR ASSETS ADMINISTRATION

S-35747

CHKT. No. 28747

SALE No. 45468

KNOW ALL MEN BY THESE PRESENTS,

BILL OF SALE

Three thousand six hundred Twenty Nine

THAT IN CONSIDERATION OF \$00/100 DOLLARS (\$529.00)

AND OTHER VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED (SELLER) DOES HEREBY SELL, TRANSFER AND DELIVER UNTO OSCAR ORANT (BUYER) HIS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED VEHICLE:

16300

MAKE WHITE

ENGINE No. HXC 326565

SERIAL No. 251197

TAG 614

BODY TYPE VAN

YEAR MANUFACTURED 1942

INSTR. No. 666

THE SAID SELLER HEREBY WARRANTS THAT HE IS THE LAWFUL OWNER OF SAID VEHICLE; THAT IT IS FREE FROM ALL LIENS AND ENCUMBRANCES EXCEPT LIEN IN PAYOR OF "NO EXCEPTIONS" (IF NO SUCH

EXIST, WITH THE WORDS "NO EXCEPTIONS" IN THE BLANK SPACES)

THAT HE HAS THE RIGHT TO SELL THE SAME AS AFORESAID, AND THAT HE WILL WARRANT AND DEFEND THE TITLE OF SAME AGAINST THE CLAIMS AND CHARGES OF ALL PERSONS WHOEVER THEY MAY ASSERT.

SIGNED THIS DAY July 17, 1946

SELLER: WAR ASSETS ADMINISTRATION
30 VAN NESS AVENUE, SAN FRANCISCO, 2, CALIFORNIA

BY: J. J. Lewis

CHIEF MARKETING SPECIALIST

SIGNATURE OF SUBSCRIBING WITNES:

F. B. DIST. CT. S. D. CAL.

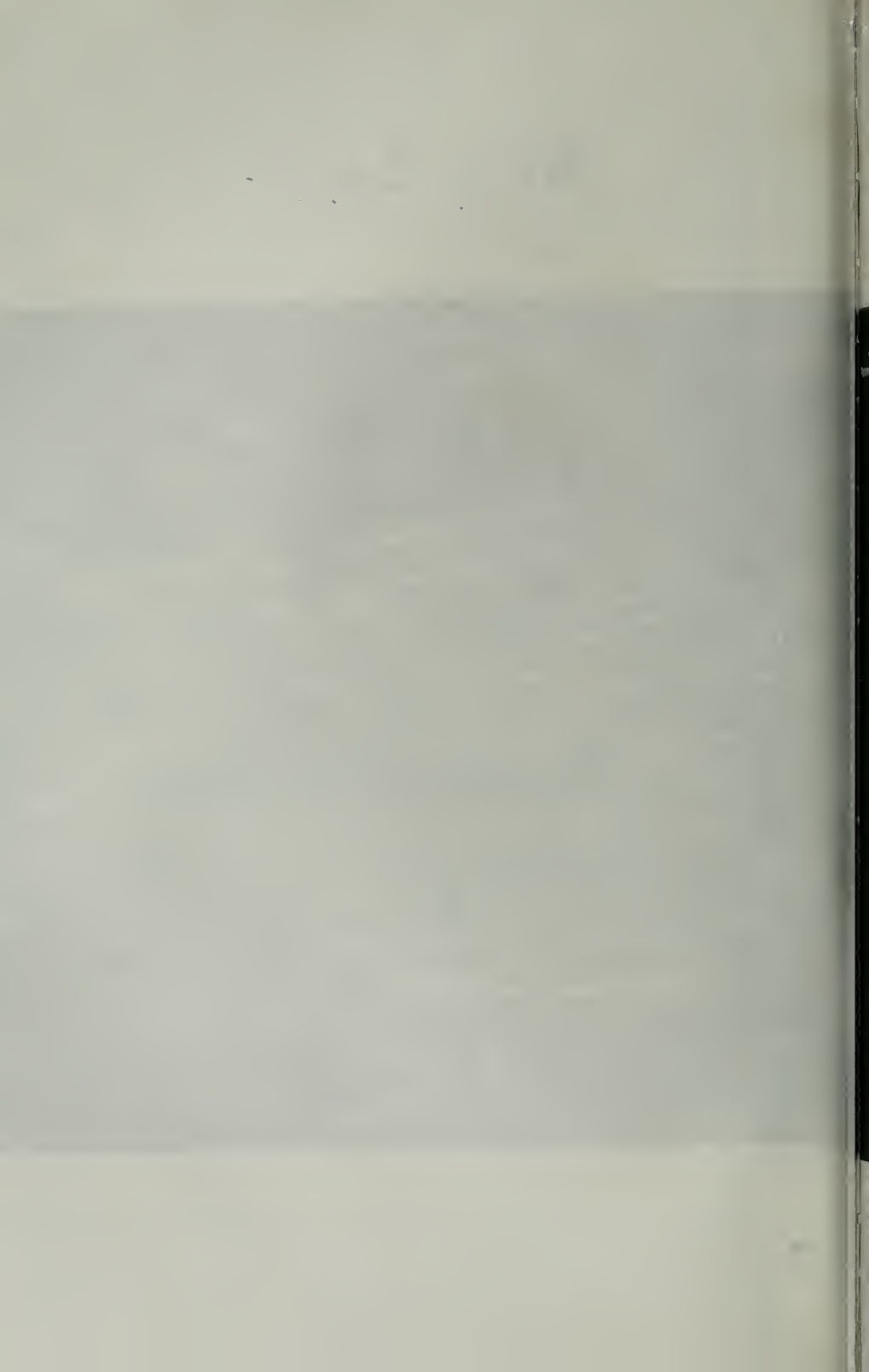
No. 32551

K.S. sec. No. 16

FILED: JUL 30 1947

C. A. CALDWELL, Clerk

BY: Edward P. Smith
DEPUTY CLERK



E 710

MM WAA-SF-17

WAR ASSETS ADMINISTRATION

S-35747

CONT. No. 28747

SALE No. 45468

KNOW ALL MEN BY THESE PRESENTS:

BILL OF SALE

Three Thousand Six Hundred Twenty Nine

THAT IN CONSIDERATION OF \$ 00/100 DOLLARS (\$3629.00)

AND OTHER VALUABLE CONSIDERATION THE SELLER WHEREOF IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED (SELLER) DOES HEREBY SELL, TRANSFER AND DELIVER UNTO OSCAR CRAIK (BUYER) HIS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED VEHICLE:

16300

MAKE WHITE

ENGINE No. HXC-326143

SERIAL No. 251062

TAG 617

BODY TYPE VAN

YEAR MANUFACTURE 1942

EMFCL No. 666

THE SAIR SELLER HEREBY WARRANTS THAT HE IS THE LAWFUL OWNER OF SAID VEHICLE; THAT IT IS FREE FROM ALL LIENS AND ENCUMBRANCES EXCEPT LIEN * IN PAYOR OF "NO EXCEPTIONS" (IF NO SUCH LIEN, WRITE THE WORDS "NO EXCEPTIONS" IN THE BLANK SPACES)

THAT HE HAS THE RIGHT TO SELL THE SAME AS AFORESAID, AND THAT HE WILL WARRANT AND DEFEND THE TITLE OF SAME AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS WHOMEVER EXCEPT LIENHOLDER NOTED ABOVE.

SIGNED THIS DAY July 17, 46

SELLER: WAR ASSETS ADMINISTRATION
30 VAN NESS AVENUE, SAN FRANCISCO, 2, CALIFORNIA

BY: J.L. Lewis
CHIEF MARKETING SPECIALIST
SIGNATURE OF SELLER'S AGENT:

E+10

FORM WAA-87-17

WAR ASSETS ADMINISTRATION

S-35747

CHRY. W. 1942

SALE NO. 49468

KNOW ALL MEN BY THESE PRESENTS:

BILL OF SALE

Three Thousand Six Hundred Twenty Nine

THAT IN CONSIDERATION OF \$3,629.00 DOLLARS (\$3,629.00)

AND OTHER VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED (SELLER) DOES HEREBY SELL, TRANSFER AND DELIVER UNTO WESLEY GRANT (BUYER) HIS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

MAKE WHITE ENGINE NO. 10586
SERIAL NO. 666
BODY TYPE VAN TRUCK YEAR MANUFACTURED 1942 MODEL NO. 666

THE SAID SELLER HEREBY WARRANTS THAT HE IS THE LAWFUL OWNER OF SAID VEHICLE; THAT IT IS FREE FROM ALL LIENS AND ENCUMBRANCES EXCEPT LIEN IN FAVOR OF "AN EXCEPTION" (SINCE SAID SELLER, WITH THE UNDER "AN EXCEPTION" IN THE BLANK SPACE)

THAT HE HAS THE RIGHT TO SELL THE SAME AS AFORESAID, AND THAT HE WILL WARRANT AND DEFEND THE TITLE OF SAME AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS WHATSOEVER EXCEPT LIENHOLDERS NOTED ABOVE.

SIGNED THIS DAY July 17, 1942

SELLER: WAR ASSETS ADMINISTRATION
30 VAN NESS AVENUE, SAN FRANCISCO, 2, CALIFORNIA

BY: J.L. Lewis
CHIEF MARKETING SPECIALIST

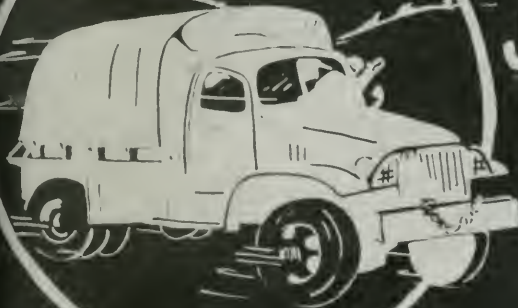
SIGNATURE OF SUBSCRIBING WITNESS:

5301
AG 540

670-277
NORTHERN CALIFORNIA & NEVADA

Master Key

Veterans TRUCKS AND TRAILERS FOR SALE



JUNE 25-26

San Francisco:

MASONIC HALL, 25 VAN NESS

Reno:

131 WEST SECOND ST.

REGION 10

WAR ASSETS ADMINISTRATION.

REGIONAL OFFICE

30 VAN NESS AVE.
SAN FRANCISCO 2, CALIFORNIA

MR.

BRIGGS

4-5-47

NORTHERN CALIFORNIA & NEVADA

BOLIN

TRUCKS

BOLIN

OVER 2 1/2 TON
AND

TRUCK-TRACTORS

FOR SALE

FEDERAL AGENCIES JUNE 3-17

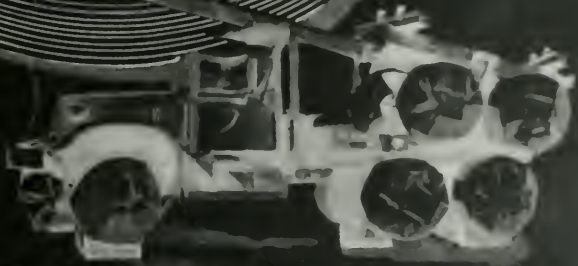
VETERANS WORLD WAR II JUNE 24-JULY 12

SMALL BUSINESS (CERTIFIED BY R.F.C)
JULY 22 TO
AUGUST 2

STATE & LOCAL GOVTS JULY 22-AUG. 6

NON-PROFIT INSTS .. JULY 22-AUGUST 7

CYCLE SALE NO. 20



WAR ASSETS ADMINISTRATION

C-10-9-199

30 VAN NESS AVE.
SAN FRANCISCO 2, CALIFORNIA

CONFIDENTIAL - For Use of Federal Agencies Only.

Form Approved

Form SWPC-66
(8-29-43)

UNITED STATES OF AMERICA
SHALLER WAR PLANTS CORPORATION

Budget Bureau No. 12-R2969

DO NOT FILL IN THIS SPACE

VETERAN'S APPLICATION FOR SURPLUS PROPERTY

(MONEY SPB Reg. 7)

Case No.

Date

IMPORTANT - See Instructions on Separate Sheet

1. Applicant

Oscar

hmi

Coaki

First Name

Initial

Last Name

2. Mailing address

75

Rotbeck St

Telephone No.

EL 2460

Street, RFD, or P. O. Box

San Francisco 12. St.

California

City and Zone

County

State

3. If other application has been filed on this form, SWPC-66, indicate place and date of filing

4. Trade name of enterprise

Coaki Waste Materials

5. Address of enterprise

75 Rotbeck St S.F. 12. St. California

Street, RFD, or P. O. Box No.

City and Zone

County

State

6. (a) Type of enterprise (Check one)

Business Professional
Agricultural

(c) Description of enterprise

Buying Waste Materials
Bsp, Metals etc

(b) Legal form of enterprise (Check one)

Corporation Partnership
Individual Proprietorship

7. Is the enterprise already established? Yes If "Yes", are you now operating it? Yes

How and when do you plan to start your operations if you are starting a new enterprise or buying into an existing enterprise?

8. Size of enterprise.

Specify estimated number of wage earners

Present

2

Anticipated in 3 months

9. What experience, training, and/or education have you had which you believe assures the success of this enterprise?

10. Description of items wanted.

Quantity	Unit	Description (List items in order of preference)	Is inspection desired? (Yes or No for each item)	Search expiration date
(a)	(b)	(c)	(d)	(e)
1	ea	3/4 or 1/2 ton truck rack side or C.S.P. or flat bed St. M.C. Chev Dodge or Ford		
1	ea	5 pass sedan or 4 dr sedan preferred ply, Chev or Ford 1941 or 1942 model		
2	ea	Standard typewriters Preferred Underwood or Remington		

(Use extra sheets, if necessary, and attach to this application)

11. Will you desire the extension of credit by SWPC in the purchase of any of the items listed above?

yes or no

If "Yes", please furnish the additional information requested in Items 12 through 17 following.

IF SNPC CREDIT IS NOT DESIRED, DO NOT FILL IN ITEMS 12 THROUGH 17

12. Name and address of each bank with whom you are now a depositor.

(a)

(b)

13. Name and address of each bank to whom you are indebted.

(a)

(b)

14. Credit references (trade or charge accounts). (Give names and addresses)

(a)

(b)

15. Personal references. (Give names and addresses)

(a)

(b)

(c)

16. Name(s) of other person(s) with proprietary interest connected with this enterprise. (Give name(s) and address(es) and percent of interest)

17. Balance Sheet of Enterprise, as of _____ Date _____

Current Assets

Cash..... \$ _____
 Accounts Receivable..... _____
 Notes Receivable..... _____
 Inventory..... _____
 Other Assets..... _____
 Total Current Assets..... _____
 Fixed and Other Assets
 Land..... _____
 Buildings..... _____
 Machinery and Equipment... _____
 Other Assets..... _____

TOTAL ASSETS.....

Current Liabilities

Accounts Payable..... \$ _____
 Notes Payable..... _____
 Other Liabilities..... _____
 Total Current Liabilities..... _____
 Other Liabilities
 Mortgages..... _____
 Reserves for Depreciation... _____
 Net Worth..... _____

TOTAL LIABILITIES.....

18. I hereby certify that all of the foregoing statements are true to the best of my knowledge and belief, that I served in the active military or naval service of the United States on, or after, September 16, 1940, and prior to the termination of the present war and was discharged or released therefrom under honorable conditions; that I am, or will be, directly or indirectly, the sole proprietor of the enterprise described herein; or, that no persons or persons, other than partners, have or will have any proprietary interest in the enterprise, singly or together, directly or indirectly, in excess of 30 percent of either the capital invested in the enterprise or of the gross profits or income thereof; that the capital invested in the enterprise does not, or will not, exceed \$25,000 if an agricultural enterprise, or \$10,000 if a business or professional enterprise; that I am not procuring the property listed in this application for the purpose of resale; and that said property is to be used in and as part of the enterprise described herein.

12-11-48
DateOsborn Cook
Signature of Applicant

IT IS A CRIMINAL OFFENSE, AND A PUNISHMENT, TO MAKE A WILLFULLY FALSE STATEMENT OR CLAIM, DIRECTLY OR BY ANY TRICK OR SCHEME, TO ANY GOVERNMENT AGENCY, AS TO ANY MATTER WITHIN ITS JURISDICTION. (Sec. 504, U.S. Criminal Code). HEAVY CIVIL PENALTIES ARE ALSO PROVIDED FOR THE FRAUDULENT OBTAINING OF SURPLUS PROPERTY. (Surplus Property Act, Sec. 20).

ACTION TAKEN BY GOVERNMENT OFFICIALS (Not for Applicant's Use)

19. I certify that the following information appeared on the discharge papers as a certification of satisfactory completion of active duty shown on by the applicant.

(a) Last service _____

(b) Serial number _____

(c) Type of papers presented _____

(d) Date of discharge or release _____

Discharge or Release: (Check one) Under honorable conditions Other

I also certify that to the best of my knowledge and judgement the property covered by this application is faster and under more secure the enterprise described herein, and that business or farming will as well as conditions and other economic and geographic factors affecting the locality within which the enterprise is established will or will not render the success thereof reasonably probable, and that the property is or is not eligible under SNPC Reg. 7.

Remarks:

Remarks:

Number of AAA Committee _____

Date _____

Street _____

City and Zone _____

SNPC District Number _____

Date _____

County _____

State _____

District Office _____

20. Action by Loan Agent

SNPC Loan Agent _____

Date _____

21. I approve _____ this application for the acquisition of surplus property.

I disapprove _____

Remarks: _____

SNPC District Number _____

Date _____

CONFIDENTIAL - For Use of Federal Agencies Only.
 Form Approved
 Budget Bureau No. 13-22560
 DO NOT FILL IN THIS SPACE

66 United States of America

VETFRAN'S APPLICATION FOR SURPLUS PROPERTY
 (Under SPB Reg. 7)

IMPORTANT - See Instructions on Separate Sheet

1. Applicant
 OSCAR NMI CSAKI
 First Name Initial Last Name

2. Mailing address
 75 ROTTECK ST Telephone No.
 Street, RFD, or P. O. Box No. EL 2460
 SF SF 12 CALIF
 City and Zone County State

3. If other application has been filed on this form, SWPC-66, indicate place and date of filing
 1355 MKT DEC. 1945

4. Trade name of enterprise
 CSAKIDSON Salvage Co

5. Address of enterprise
 75 ROTTECK ST San Francisco 12 Calif
 Street, RFD, or P. O. Box No. City and Zone County State

6. (a) Type of enterprise (Check one)
 Business Professional
 Agricultural

(b) Legal form of enterprise (Check one)
 Corporation Partnership
 Individual Proprietorship

(c) Description of enterprise
 Pickup & DELIVERY OF SCRAP IRON TO DIFFERENT DISPOSAL YARDS PICKUP OF MATTRESSES & PILLOWCASES FROM COMMERCIAL SHIPS FOR DISINFECTING PURPOSES - HANDLING ALL TYPES WASTE MATERIALS & PRODUCTS CLAIMED JUNK OR UNSERVICEABLE.

7. Is the enterprise already established ^{yes} If "Yes", are you now operating it? ^{yes}
 How and when do you plan to start your operations if you are starting a new enterprise or buying into an existing enterprise?

8. Size of enterprise.
 Specify estimated number of wage earners Present Anticipated in 3 months

9. What experience, training, and/or education have you had which you believe assures the success of this enterprise?
 FATHERS BUSINESS TO BE TAKEN IN AS PARTNER

10. Description of items wanted.

Quantity (a)	Unit (b)	Description (List items in order of preference) (c)	Is inspection desired? (Yes or No for each item) (d)	Search expiration date (e)
1	EA.	JEEP 1/4 TON	45	300
10	EA.	TRAILERS 1/4 TON or 1/2 TON	45	100
2	EA.	PICKUP TRUCK 1/2 or 3/4	45	1300
2	EA.	DUMP ^{TRUCK} 1 1/2 or 2 1/2 or 3 to 10	45	1405
3	EA.	^{yd} VAN TRUCKS 1 1/2 or 2 1/2	45	700
3	EA.	3 to 4 TON		
3	EA.	PANBUKACES or PANEL ^{APR 23 1945}	45	1200
		DELIVERY ^{COMPART} or 1 TON		

(Use extra sheets, if necessary, and attach to this application)

11. Will you desire the extension of credit by SWPC in the purchase of any of the items listed above? ^{NO}
 If "Yes", please furnish the additional information requested in Items 12 through 17 following.

IF SWPC CREDIT IS NOT DESIRED, DO NOT FILL IN ITEMS 13 THROUGH 17

12. Name and address of each bank with whom you are now a depositor.

(a)

(b)

13. Name and address of each bank to whom you are indebted.

(a)

(b)

14. Credit references (trade or charge accounts). (Give names and addresses)

(a)

(b)

15. Personal references. (Give names and addresses)

(a)

(b)

(c)

16. Name(s) of other person(s) with proprietary interest connected with this enterprise. (Give name(s) and address(es) and percent of interest)

17. Balance Sheet of Enterprise, as of _____ Date _____

Current Assets

Cash

Accounts Receivable

Notes Receivable

Inventory

Other Assets

Total Current Assets

Fixed and Other Assets

Land

Buildings

Machinery and Equipment

Other Assets

TOTAL ASSETS

Current Liabilities

Accounts Payable

Notes Payable

Other Liabilities

Total Current Liabilities

Other Liabilities

Mortgage

Federal Tax Apportionment

Net Worth

TOTAL LIABILITIES

18. I hereby certify that all of the foregoing statements are true to the best of my knowledge and belief, that I served in the active military or naval service of the United States on, or after, September 28, 1940, and prior to the termination of the present war and was discharged or released therefrom under honorable conditions; that I am, or will be, directly or indirectly, the sole proprietor of the enterprise described herein; or, that no person or persons, other than veterans, have at all times any proprietary interest in the enterprise, singly or together, directly or indirectly, in excess of 50 percent of either the capital invested in the enterprise or of the gross profits or income thereof; that the capital invested in the enterprise does not, or will not, exceed \$25,000 if an agricultural enterprise, or \$50,000 if a business or professional enterprise; that I am not procuring the property listed in this application for the purpose of resale; and that said property is to be used in and as part of the enterprise described herein.

3/27/46

Date

Dora Crain

Signature of Applicant

IT IS A CRIMINAL OFFENSE, AND A FELONY, TO MAKE A WILLFULLY FALSE STATEMENT OR CLAIM, DIRECTLY OR BY ANY TRICE OR SCHEME, TO ANY GOVERNMENT AGENCY, AS TO ANY MATTER WITHIN ITS JURISDICTION. (Sec. 804, U.S. Criminal Code). HEAVY CIVIL PENALTIES ARE ALSO PROVIDED FOR THE FRAUDULENT OBTAINING OF SURPLUS PROPERTY. (Surplus Property Act, Sec. 20).

ACTION TAKEN BY GOVERNMENT OFFICIALS (Not for Applicant's Use)

19. I certify that the following information appeared on the discharge papers or a certificate of satisfactory completion of active duty shown me by the applicant.

(a) Last service

(b) Serial number

(c) Type of papers presented

(d) Date of discharge or release

Discharge or Release: (Check one)

Under honorable conditions Other

I also certify that to the best of my knowledge and judgement the property covered by this application will or will not foster and render more secure the enterprise described herein, and that business or farming conditions and other economic and geographic factors affecting the locality within which the enterprise is established will or will not render the success thereof reasonably probable, and that the applicant is or is not eligible under 2PR Reg. 7.

Remarks:

Remarks:

Number of S&S Committee

Date

Street

City and Zone

County

State

SWPC District Manager

Date

District Office

20. Action by Loan Agent

SWPC Loan Agent

Date

21. I approve this application for the acquisition of surplus property.

Remarks:

SWPC District Manager

Date

